

---

# Request for Proposals

# Selection of Consultants



## Lump-Sum



Government of Nepal  
Ministry Of Industry, Commerce and Supplies  
Micro, Cottage and Small Industry Promotion Center  
(MCSIPC)  
Tripureshwor, Kathmandu

14 Falgun 2082

**SELECTION OF CONSULTANTS  
REQUEST FOR PROPOSALS**



**RFP No.: MCSIPC/GoN/CS/01-82/83**

**Selection of Consulting Services for:  
for Conducting Various Skill Training Program**

Government of Nepal  
Ministry Of Industry, Commerce and Supplies  
**Micro, Cottage and Small Industry Promotion Center  
(MCSIPC)**  
Tripureshwar, Kathmandu

**Financing Agency: Government Budget**

**Issued on: 2082/11/14**

---

## TABLE OF CONTENTS



**Section 1 – Letter of Invitation**

**Section 2 – Instructions to Consultants and Data Sheet**

**Section 3 – Technical Proposal – Standard Forms**

**Section 4 – Financial Proposal – Standard Forms**

**Section 5 – Eligible Countries**

**Section 6 – Corrupt and Fraudulent Practices**

**Section 7–Terms of Reference**

**Section 8– Conditions of Contract and Contract Forms**

---

## TABLE OF CLAUSES

20

### **PART I**

#### **Section 1. Letter of Invitation**

#### **Section 2. Instructions to Consultants and Data Sheet**

##### **A. General Provisions**

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair Competitive Advantage
5. Corrupt and Fraudulent Practices

##### **6. Eligibility**

##### **B. Preparation of Proposals**

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising the Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

##### **C. Submission, Opening and Evaluation**

17. Submission, Sealing, and Marking of Proposals
18. Confidentiality
19. Opening of Technical Proposals
20. Proposals Evaluation
21. Evaluation of Technical Proposals
22. Financial Proposals for QBS
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)



- 
24. Correction of Errors
25. Taxes
26. Conversion to Single Currency
27. Combined Quality and Cost Evaluation
28. Negotiations
29. Conclusion of Negotiations
30. Award of Contract
- D. Negotiations and Award
- E. Data Sheet



### **Section 3. Technical Proposal – Standard Forms**

- Form TECH-1
- Form TECH-2
- Form TECH-3
- Form TECH-4
- Form TECH-5
- Form TECH-6
- Form TECH-7

### **Section 4. Financial Proposal - Standard Forms**

### **Section 5. Eligible Countries**

### **Section 6. Corrupt and Fraudulent Practices**

### **Section 7. Terms of Reference**

## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**

#### **Preface**

- I. Form of Contract
- II. General Conditions of Contract
- III. Special Conditions of Contract
- IV. Appendices

## PART I

### Section 1. Letter of Invitation

RFP Number: MCSIPC/GoN/CS/01-82/83



Kathmandu, 2082-11-14 B.S.

To  
All Shortlisted TTPs

Dear Mr./Ms.:

1. The Micro, Cottage and Small Industry Promotion Center (MCSIPC) is a national institution under the Ministry of Industry, Commerce and Supplies mandated to promote micro, cottage and small industries through skill development, entrepreneurship promotion and related support services. MCSIPC regularly conducts a wide range of short-term, skill-based and entrepreneurship development trainings, often free of cost, primarily targeting women, youth, marginalized communities, Dalits, indigenous groups, Madhesi, people below the poverty line, unemployed and semi-unemployed individuals. To expand access and ensure coverage across all seven provinces, MCSIPC has planned a large-scale delivery of standardized 390-hour skill trainings using CTEVT-approved curricula in selected occupations with high market demand and strong self-employment potential. MCSIPC lacks sufficient internal physical infrastructure and field-level training capacity; therefore, it intends to contract eligible Technical Training Providers (TTPs) through a competitive RFP process, following the EOI shortlisting already completed under Invitation No. MCSIPC/GoN/CS/01-82/83.
2. MCSIPC lacking its own physical infrastructures, now invites eligible TTPs to implement the assignment.), and only shortlisted firms from that process are eligible to submit proposals.
3. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Consultancy for the Implementation of Conducting Various Skill Training Programs . More details on the Services are provided in the Terms of Reference (Section 7).
4. This Request for Proposals (RFP) has been addressed to the shortlisted Consultants from the EOI process. The list of the shortlisted consultants is published in the MCSIPC website: <https://www.mcsipc.gov.np/>
5. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
6. A firm will be selected under QCBS and procedures described in this RFP.
7. The RFP includes the following documents:  
Section 1 - Letter of Invitation



- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract

8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.
9. Please carefully review the following procedures and documents, as they are mandatory for the evaluation of the Technical Proposal:
- a. Shortlisted consultants must download the RFP document from the MCSIPC website ([www.msipc.gov.np](http://www.msipc.gov.np)) and submit a printed copy that is duly stamped, signed, and sealed. Both the "Technical Proposal" and "Financial Proposal" should be clearly labeled, placed in separate envelopes, and sealed individually. These two sealed envelopes should then be enclosed in another envelope and sealed, with one set submitted for each sector/package.
  - b. Consultants must submit separate RFP (Technical and Financial Proposals) for each package.
  - c. Consultants must sign and stamp the authorized RFP copy and attach it with the technical proposal.
  - d. The client will not be held responsible for any discrepancies between the version of the RFP document uploaded on the website and the version submitted by the company.
  - e. Any questions or requests for clarification regarding the procurement procedure must be submitted in writing to the MCSIPC office by the midpoint of the period between the RFP issuance date and the proposal submission deadline. MCSIPC will respond to all clarification requests by posting the relevant information on their website within 3 working days after the final date for submitting such requests.
  - f. All copies of supporting documents must be notarized.
  - g. Consultants are required to submit their documents in the correct order, properly compiled with a binding copy.
  - h. Each consultant should be aware of the maximum number of trainees to be trained, the permitted locations, and the applicable occupations.
  - i. In case of any conflicting provisions, the Public Procurement Act, 2063, and Public Procurement Directives, 2064, shall take precedence over the RFP documents.

Yours sincerely,

.....  
Bed Prasad Kharel  
Executive Officer

Micro, Cottage and Small Industry Promotion Center (MCSIPC)



## Section 2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not overwrite, 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

<p><b>1. Definitions</b></p>	<p>(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to overwrite, the provisions of the ITC.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p>
------------------------------	---



नेपाल सरकार  
प्रज्ञा वाणिज्य तथा आपूर्ति मन्त्रालय  
सुदूरपश्चिम प्रदेशको विकास  
विभाग, काठमाडौं

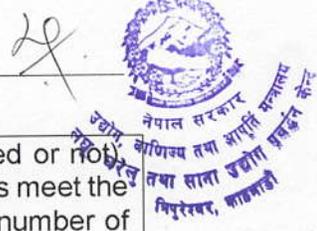
	<p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the <b>Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the <b>Data Sheet</b>.</p>
<p>3. Conflict of Interest</p> <p>18</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>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</p>

LD



	<p>of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the <b>Data Sheet</b>, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing 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.</p>
<b>b. Conflicting assignments</b>	<p>(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.</p>
<b>c. Conflicting relationships</b>	<p>(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.</p>
<b>4. Unfair Competitive Advantage</b>	<p>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 <b>Data Sheet</b> 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.</p>
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<b>6. Eligibility</b>	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its</p>

उद्योग, वाणिज्य तथा आर्थिक मामलाहरू  
 धरौलु तथा साना उद्योग प्रवर्ग  
 त्रिपुरेश्वर, काठमाडौं



	Experts, joint venture members, Sub-consultants, agents (declared or not) sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in <b>Data sheet</b> .
	6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
<b>a. Sanctions</b>	6.3.1 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. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b> .
<b>b. Prohibitions</b>	6.3.2 Firms 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.
<b>c. Restrictions for public employees</b>	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).

**B. Preparation of Proposals**

<b>7. General Considerations</b>	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.
<b>8. Cost of Preparation of Proposal</b>	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
<b>10. Documents Comprising the Proposal</b>	10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
<b>11. Only One Proposal</b>	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

	<p>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 <b>Data Sheet</b>.</p>
<p><b>12. Proposal Validity</b></p>	<p>12.1 The <b>Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
<p><b>a. Extension of Validity Period</b></p>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p><b>b. Substitution of Key Experts at Validity Extension</b></p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<p><b>c. Sub-Contracting</b></p>	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the <b>Data Sheet</b>.</p>
<p><b>13. Clarification and Amendment of RFP</b></p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> 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 <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p>



	<p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p><b>14. Preparation of Proposals – Specific Considerations</b></p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the <b>Data Sheet</b>. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) 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 <b>Data Sheet</b>.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<p><b>15. Technical Proposal Format and Content</b></p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>

20



<b>16. Financial Proposal</b>	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 <b>Data Sheet</b> .
<b>a. Price Adjustment</b>	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 <b>Data Sheet</b> .
<b>b. Taxes</b>	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 <b>Data Sheet</b> .
<b>c. Currency of Proposal</b>	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
<b>d. Currency of Payment</b>	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked</p>

20



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

DP



<p><b>20. Proposals Evaluation</b></p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p><b>21. Evaluation of Technical Proposals</b></p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>22. Financial Proposals for QBS</b></p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial</p>

20



	<p>Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"><li>(a) Name and address ,</li><li>(b) Proposed service charge,</li><li>(c) Discount offered, if any;</li><li>(d) Description of the discrepancies, if any, between figure and words,</li><li>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</li><li>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</li><li>(g) Other necessary matters considered appropriate by the Public Entity</li></ul> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<b>24. Correction of Errors</b>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<b>a. Time-Based Contracts</b>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>



<b>b. Lump-Sum Contracts</b>	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.
<b>25. Taxes</b>	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.
<b>26. Conversion to Single Currency</b>	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 <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Fixed-Budget Selection (FBS)</b>	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.
<b>c. Least-Cost Selection (LCS)</b>	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.
<b>D. Negotiations and Award</b>	
<b>28. Negotiations</b>	28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> 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.
<b>a. Availability of Key Experts</b>	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure

	<p>to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period 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.</p>
<p><b>b. Technical negotiations</b></p>	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p><b>c. Financial negotiations</b></p>	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p><b>29. Conclusion of Negotiations</b></p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p><b>30. Award of Contract</b></p>	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p>

↓  
 20  
 नेपाल सरकार  
 सूचना आयोग तथा आपूर्ति मन्त्रालय  
 अर्थ विभाग, काठमाडौं

	<p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>31. Request for Information/ Complaints</b></p>	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>

Handwritten signature



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

**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.

31.2 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)	Development Partner (DP) is: N/A
2.1	Name of the Client: <b>Micro, Cottage and Small Industry Promotion Center (MCSIPC)</b> Method of selection: <b>QCBS</b>
2.2	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  The name of the assignment is: <b>Various Skill Training Program. (RFP Number: MCSIPC/GoN/CS/01-82/83)</b>
2.3	<b>A pre-proposal conference will be held:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/> Date and venue for pre-proposal conference will be informed through MCSIPC website and email.
2.4	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> Please refer to Section 7, TOR
6.2	Maximum number of partners in JV shall be: 3.
6.3.1	<b>A list of debarred firms and individuals is available at the following website</b> <a href="http://ppmo.gov.np">ppmo.gov.np</a>
B. Preparation of Proposals	
10.1	<b>The Proposal shall comprise the following:</b> <b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6



	<p>(9) TECH-7 AND <b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b> (1) FIN-1 (2) FIN-2 Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation.</li> </ul>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes <input checked="" type="checkbox"/> or No _____</p>
12.1	<p>Proposals must remain valid for <b>90 (ninety)</b> calendar days after the proposal submission deadline. [Notes to Client: Duration of validity of the proposals shall be adequate to complete evaluation of the proposals, receive all necessary approval and negotiate the contract.]</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment Yes _____ or No <input checked="" type="checkbox"/></p>
13.1	<p><b>Clarifications may be requested no later than__ 15 days prior to the submission deadline.</b> The contact information for requesting clarifications is: Micro, Cottage and Small Industry Promotion Center (MCSIPC) Tripureshwor, Kathmandu. Phone: 015351540  Facsimile: <input checked="" type="checkbox"/> E-mail: info@mcsipc.gov.np</p>
14.1.1	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) non-shortlisted consultant(s): Yes ____ or No <input checked="" type="checkbox"/>, Or (b) other shortlisted Consultants: Yes _____ or No <input checked="" type="checkbox"/></p>
14.1.2	<p>Not applicable</p>
16.1	<p>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.]</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> </ol>

2/2



	(6) cost of reports production (including printing) and delivering to the Client (7) other allowances where applicable [insert other relevant type of expenses, if/as applicable]
16.2	<b>A price adjustment provision applies to remuneration rates:</b> Yes _____ or No <input checked="" type="checkbox"/> [Applies to all Time-Based contracts with a duration exceeding 12 months. [If "Yes", follow SCC 42.3]
16.3	[Insert the following: "Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: <a href="http://www.ird.gov.np">www.ird.gov.np</a> ."
16.4	<b>The Financial Proposal shall be stated in the following currencies:</b> Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.  <b>The Financial Proposal should state local costs in Nepalese Rupees</b>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<b>The Consultants shall not have the option of submitting their Proposals electronically.</b>
17.5	<b>The Consultant must submit:</b> (a) <b>Technical Proposal:</b> one (1) original. (b) <b>Financial Proposal:</b> one (1) original.
17.8	<b>The Proposals must be received at the address below no later than:</b>  <b>Date:</b> 14 Chaitra, 2082 <b>Time:</b> 12:00 local time <b>The Proposal submission address is:</b> Micro, Cottage and Small Industry Promotion Center (MCSIPC), Tripureshwor, Kathmandu, Nepal. (if date of submission falls on public holiday, last date will next day when office resumes)  [Note to Client: Proposal submission on or before the deadline shall be recorded by the Client when the Client receives the Proposal and its copies as indicated in DS17.9.]
19.1	<b>An online option of the opening of the Technical Proposals is offered:</b> Yes ____ or No <input checked="" type="checkbox"/>  <b>The opening shall take place at:</b> <b>Date:</b> 14 Chaitra, 2082 <b>Time:</b> 02:00 local time Micro, Cottage and Small Industry Promotion Center (MCSIPC), Tripureshwor, Kathmandu

10



19.2	<p>In addition, the following information will be read aloud at the opening of the <b>Technical Proposals</b> :</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are: Points</p> <p><b>(i) Specific experience of the consultants (as a firm) related to the assignment - [25]</b></p> <ul style="list-style-type: none"> <li>- General Competency in Skill Development</li> <li>- Specific General Competency in Skill Development</li> <li>- Financial Competency/strength</li> </ul> <p><b>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of reference - [35]</b></p> <ul style="list-style-type: none"> <li>- Description proposed implementation approach and methods</li> <li>- Monitoring, post training follows up support services proposed</li> <li>- Work plan</li> </ul> <p><i>{Notes to Consultant: 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}</i></p> <p><b>(iii) Human Resource competencies and Sufficiency in Number (Adequacy, qualification, and experience of instructional staffs proposed)- [40]</b></p> <ul style="list-style-type: none"> <li>- Main-Trainer [35]</li> <li>- Team Leader [5]</li> </ul> <p><b>Total weight: 100</b> <b>Total Points: 100</b></p> <p>The minimum technical score (St) required to pass is 60 Points</p>
23.1	<p>An online option of the opening of the Financial Proposals is offered: No.</p>
23.1 and 23.2	<p>The Client will read aloud only overall technical scores.</p>
26.1	<p>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: N/A]</p> <p>The official source of the selling (exchange) rate is: <u>N/A</u></p> <p>The date of the exchange rate is: <u>N/A</u></p> <p>[The date shall either be 30 days prior to the deadline for submission or the deadline for proposals submission.]</p>
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p>

10



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:

T = \_\_\_\_\_ [80%], and

P = \_\_\_\_\_ [20%]

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

**D. Negotiations and Award**

28.1	<b>Expected date and address for contract negotiations:</b> <b>Date:</b> A week before awarding <b>Address:</b> Micro, Cottage and Small Industry Promotion Center (MCSIPC), Tripureshwor, Kathmandu
30.4	<b>Expected date for the commencement of the Services:</b> <b>Date:</b> First week of Baisakh 2083
33.2	A list of blacklisted firms is available at the PPMO's website <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a>

## Section 3. Technical Proposal – Standard Forms

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



### FORM TECH-1 Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.

(d) We meet the eligibility requirements as stated in ITC 6.

(e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.

Handwritten initials/signature at the top right of the page.



(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

---

## FORM TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

---



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

#### A - Consultant's Organization

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

#### B - Consultant's Experience

---

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

Using the format below, provide information on each assignment for which your Consultant/entity, 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 Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project :( Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: \_\_\_\_\_

## FORM TECH-3

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



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

#### A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

#### B - On Counterpart Staff and Facilities

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



## FORM TECH-4

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

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

{Suggested structure of your Technical Proposal:

- A) Technical Approach and Methodology
- B) Work Plan
- C) Organization and Staffing

#### **A) Technical Approach and Methodology.**

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

#### **i) Implementation Approach and Methodology**

{Please explain your understanding of objectives of the assignment as outlined in the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected outputs. Please do not repeat/copy the ToR in here.} If the consulting firm wish to mention the details about the approach and methodologies, it can be annexed; innovative ideas/strategies/methods on training implementation will be encouraged to include in this section.

#### **ii) Information on support services planned to be finished by the consulting firm**

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



**Table 1:** List of support services and brief delivery methodology

S.N.	Support services	How many (Numbers)	How (Brief Procedures)
1	Credit Facility		
2	Business skill training		
3	Linkage with Employers		
4	Life skill training		
5	Followup support		
6	Other (Specify)		

iii) Available tools and equipment

**Table 2:** List of tools and equipment available for the proposed training

S.N.	Name of tool/equipment	Number	Ownership (own/rented)	Remarks

iv) Describe your organization's capacity to successfully execute this consultancy, including your internal management structure, risk mitigation strategies, and quality assurance processes. Furthermore, propose innovative approaches or methodologies, beyond those explicitly stated in the Terms of Reference, that your organization would implement to enhance the overall productivity, efficiency, and impact of the vocational skills training programs. Provide specific examples and evidence to support your claims.

**B) Work Plan**

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client),

and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.



**Table 3: Work Plan**

S.N.	Activities	Expected Date with timeline
1	Starting of the training event	
2	Inception report submission to MCSIPC (Date and time of the event, Pace of event, Trainees list, Trainer's list with their contact number)	
3	Internal monitoring and evaluation	
4	Assessment	
5	Closing ceremony and Certification	
.....		
n	Final report submission to MCSPIC	

**C) Organization and Staffing.**

{Please describe the structure and composition of your team and list the project staffs and instructional staffs including relevant administrative support staffs as per the give n format below. Please do not list human resources unnecessarily as compared to your proposed volume of work i.e. training events. In case of excess human resource, the client may evaluate on numerical priority order.}

**i) Key Experts (Instructional Staffs)**

{In case of Key-Experts (Instructional Staffs), a team of Lead Trainers and Co-Trainers, are envisioned as explained in attached ToR. All the instructional staff are subject to evaluation. The consulting firms should assess the number of required instructional staff as per the proposed sector, occupation/trade and number of trainees. In the case of instructional staff, one main trainer and one assistant trainer per training event of 20 participants is expected to be proposed as a mandatory provision.}

SN	Position	Name	Tasks Assigned

TTPs must proposed a team of 41 members for each package. (Key experts include 1 team leader and 20 main trainers. Non key experts include 20 Assistant trainers. Document evaluation will be done for 21 key experts. CV and documents of non-key experts is not required however TTPs must include the details of non-key experts in the table above.)

note:

i) The consulting firms must specify the exact number of instructional staff to be deployed, based on the proposed occupation/trade and the number of trainees. A notarized copy of the academic certificates and work experience letters for each instructor must be attached, following the format provided in form TECH-7. The required qualifications and experience for each instructor are outlined in the attached Terms of Reference (ToR).

ii) Expand the table as needed to include the required number of instructors. The list of instructors will also be included in the contract between the Client and the Consultant. Any changes to the proposed instructors during contract implementation will require prior approval from the Client.

iii) Work experience letters must be issued by the relevant employers and will be considered as evidence during the evaluation process.



# FORM TECH-5

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES



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

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

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

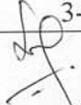


N°	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
<b>KEY EXPERTS</b>														
<b>International</b>														
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. 3 "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.

- Full time input
- Part time input

3-13  
  


## FORM TECH-7 CURRICULUM VITAE (CV)

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

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

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

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

**Membership in Professional Associations and Publications:**

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

**Adequacy for the Assignment:**

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

**Expert's contact information:** (e-mail....., phone.....)

**Certification:**

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

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



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

Date: \_\_\_\_\_  
 [Signature of expert] Day/Month/Year

Date: \_\_\_\_\_  
 [Signature of authorized representative of the firm] Day/Month/Year

Full name of authorized representative:  
 \_\_\_\_\_



## Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

20

---

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}



To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for 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 of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
—	—	—
—	—	—

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

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

We remain,

Yours sincerely,

Authorized Signature {In full}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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



## FORM FIN-2 SUMMARY OF COSTS

S.N.	Province	Occupation	No of Trainees	Cost per participant		Total मु, घरेलु तथा सेवा उद्योग प्रवर्द्धन विभाग, काठमाडौं
				In Figures	In Words	
<b>Total amount of bid price</b>						
<b>Total amount of financial proposal including VAT</b>						
VAT @ 13%						

note:

- i) One training event: 20 trainees
- ii) All costs required for vocational training shall be included in the proposal
- iii) Consultants must provide tiffin cost of NPR 50 per training day for all trainees. It is included in the training cost.

Office Seal

Authorized Signature

Date:

*[Handwritten signature]*



---

**SECTION 5.**

**ELIGIBLE COUNTRIES**

- [This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]

For GoN funded: [select one option as appropriate]

For the purpose of National shortlisting: "Nepal"

## Section 6. Corrupt and Fraudulent Practices

["Notes to the Client": 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 blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

## Section 7. Terms of Reference

**Government of Nepal**  
**Ministry Of Industry, Commerce And Supplies**  
**Micro, Cottage and Small Industry Promotion Center (MCSIPC)**  
**Terms of Reference (TOR)**  
**Skill Development Training Program**

RFP No.: MCSIPC/GoN/CS/01-82/83

Funding Source: Government of Nepal Budget, FY 2082/83

Client: Micro, Cottage and Small Industry Promotion Center (MCSIPC), Ministry of Industry, Commerce & Supplies, Tripureshwor, Kathmandu

### 1. Background and Context

The Micro, Cottage and Small Industry Promotion Center (MCSIPC) is a national institution under the Ministry of Industry, Commerce and Supplies mandated to promote micro, cottage and small industries through skill development, entrepreneurship promotion and related support services. MCSIPC regularly conducts a wide range of short-term, skill-based and entrepreneurship development trainings, often free of cost, primarily targeting women, youth, marginalized communities, Dalits, indigenous groups, Madhesi, people below the poverty line, unemployed and semi-unemployed individuals.

Typical trainings delivered by MCSIPC include Entrepreneurship Development Training (basic business start-up), Fashion Design (basic and advanced), Food Processing including Bakery, Tailoring/Pattern Sewing (basic to advanced), Beautician (basic and advanced), Plumbing, House Wiring, Mobile Repair, Motorcycle Repair, Coffee Barista, Crystal Material Production, motor winding, auto mechanics, computer maintenance, machine embroidery and handicrafts.

To expand access and ensure coverage across all seven provinces, MCSIPC has planned a large-scale delivery of standardized 390-hour skill trainings using CTEVT-approved curricula in selected occupations with high market demand and strong self-employment potential. MCSIPC lacks sufficient internal physical infrastructure and field-level training capacity; therefore, it intends to contract eligible Technical Training Providers (TTPs) through a competitive RFP process, following the EOI shortlisting already completed under Invitation No. MCSIPC/GoN/CS/01-82/83.

### 2. Objectives of the Assignment

To deliver quality, standardized 390-hour vocational skill trainings in priority occupations across all seven provinces, in line with CTEVT curricula, thereby enhancing employability, self-employment and micro-enterprise creation among targeted groups. The specific objectives are as follows:

- a. To implement the training packages described in Section 3, ensuring full adherence to CTEVT-approved curricula and minimum training hours per occupation.
- b. To reach the agreed number of trainees in each province, with priority to women, youth and socio-economically marginalized groups in line with MCSIPC's mandate.
- c. To ensure at least 90 percent training completion rate and to facilitate internal competency assessment as directed by MCSIPC.

- d. To support trainees in transitioning to wage employment or self-employment, by providing basic counseling, market linkage information and referral to relevant business support services.
- e. Coordinate assessments as directed by the Client and submit all required documentation for payment milestones.



### 3. Scope of Services (Package-wise)

The scope is to plan, mobilize, and deliver training services in one or more province packages. One province constitutes one package. The selected TTP shall establish required training venues (classroom and practical workshop/lab), mobilize trainers and support staff, procure/arrange tools and consumables as per curriculum, enroll trainees, conduct trainings, manage attendance and assessments, and submit reports and evidence.

#### 3.1 Provinces and Occupations

The assignment covers delivery of 390-hour (approximately 65 days at 6 hours per day) trainings in four occupations across all seven provinces, with 20 trainees per group, as per the package matrix below.

**Table 1: Planned trainings by province and occupation**

Package No	Province	Occupation	No. of Groups	Trainees per group	Total trainees
MCSIPC/GoN/CS/01-82/83-1	Koshi	Montessori	14	20	280
		Basic Beautician	6	20	120
MCSIPC/GoN/CS/01-82/83-2	Madhesh	Barber/Hairdresser	12	20	240
		Junior Plumbing	8	20	160
MCSIPC/GoN/CS/01-82/83-3	Bagmati	Montessori	13	20	260
		Basic Beautician	7	20	140
MCSIPC/GoN/CS/01-82/83-4	Gandaki	Montessori	14	20	280
		Basic Beautician	6	20	120
MCSIPC/GoN/CS/01-82/83-5	Lumbini	Barber/Hairdresser	12	20	240
		Junior Plumbing	8	20	160
MCSIPC/GoN/CS/01-82/83-6	Karnali	Barber/Hairdresser	12	20	240
		Junior Plumbing	8	20	160
MCSIPC/GoN/CS/01-82/83-7	Sudur-pashchim	Montessori	14	20	280
		Basic Beautician	6	20	120

- Packages cannot be broken down into smaller numbers and occupations.
- Training locations of the package will be as assigned by the Client. Most probable locations will be all district headquarters inside that province. The number of trainees in overall package and occupation wise number will not be more than as provisioned in that package.
- Notwithstanding the right of a TTP to submit proposals for multiple eligible packages, one TTP (including any JV) shall be awarded only one package under this procurement.
- A TTP (including each member of a joint venture) shall not submit more than one proposal for the same package, either individually, as a JV partner, or as a sub-consultant; any such multiple participation in the same package shall lead to rejection of all related proposals for that package.

- TTPs must submit single technical and financial proposals for the packages they intend to submit proposal.

**Note:** Exact curriculum packages, practical sessions, tools/equipment list, and trainer qualification requirements shall follow the instructions in the RFP documents and applicable CTEVT standards.



### 3.2 Training Group Size and Duration

- Indicative group size: 20 trainees per group.
- Training duration: 390 hours per group.
- Implementation period: May–Jul 2026 (indicative, as per the Client schedule).

### 4. Target Beneficiaries

- Training participants will be provided by the Client.
- Age group: as dictated.
- Priority: women, youth, marginalized communities, and economically disadvantaged groups.
- Commitment: willingness to attend full training and participate in assessments.

### 5. Training Delivery Methodology

- The TTP shall deliver competency-based training using a balanced mix of theoretical instruction, practical hands-on sessions, demonstrations, assignments, and continuous assessments as prescribed by CTEVT curricula.
- Prepare session plans, lesson plans, and practical exercise plans for each group.
- Maintain daily attendance and ensure minimum attendance threshold (90% for each trainee) for certification/assessment eligibility.
- Ensure occupational health and safety (OHS) practices and safe use of tools/equipment.
- Provide remedial support for learners needing additional practice to meet competencies.
- Coordinate with the Client for assessment.

### 6. Personnel / Human Resources Requirements

The TTP shall propose qualified key experts adequate to deliver simultaneous trainings across the package/province. CVs, credentials, and commitment letters shall be provided in the Technical Proposal.

#### 6.1 Key Positions (Indicative Minimum)

##### Key Experts:

- Team Leader (1 for overall assignment): overall management, liaison, reporting, quality oversight.
- Main Trainers (1 for each training event) (trade-specific): responsible for competency delivery in each occupation.

##### Non-Key Experts:

- Assistant-Trainers (1 for each training event) (trade-specific): responsible for competency delivery in each occupation in coordination with trainers.

#### 6.2 Qualification (Compliance)

The qualification required for the key positions will be as follows:





SN	Occupation	Position	Minimum Requirement
1	-	Team Leader	Bachelor's Degree in any sector with a minimum of 7 years of experience
2	Basic Beautician	Main Trainer	Level I from NSTB or equivalent with 3 years of experience (if diploma in Cosmetology 1 year experience is required)
		Assistant Trainer	Level I from NSTB or equivalent with 3 years of experience
3	Barber (Hair Dresser)	Main Trainer	Level I from NSTB or equivalent with 5 years of experience
		Assistant Trainer	Level I from NSTB or equivalent with 5 years of experience
4	Junior Plumbing	Main Trainer	Level II from NSTB or equivalent with 2 years of experience
		Assistant Trainer	Level I from NSTB or equivalent with 2 years of experience
5	Montessori	Main Trainer	B.Ed. or Bachelor in any subject with ECDF Level 1 and 3 years of Experience
		Assistant Trainer	Level I from NSTB or equivalent with 3 years of experience

**Note: Minimum requirement of main trainers and assistant trainers is as per CTEVT curricula.**

### 7. Facilities, Tools, and Training Environment

- Training venue: adequate classroom and practical workshop/lab space, ventilation, lighting, seating, and accessibility.
- Minimum space (indicative): classroom  $\geq 10$  m<sup>2</sup> per group; practical workshop/lab  $\geq 30$  m<sup>2</sup> per group (or as required by curriculum).
- Tools/equipment: complete set as per CTEVT curriculum and practical requirements for each occupation.
- Consumables: sufficient materials for each trainee to complete practical exercises and assessments.
- Safety: first aid kit, fire safety/basic safety provisions, PPE as required per occupation, safe storage of tools/chemicals.
- Sanitation: gender-segregated toilets and safe drinking water.

### 8. Implementation Schedule and Milestones

The TTP shall submit a detailed work plan for the package province, aligned with the Client's overall timeline and reporting milestones.

Milestone	Indicative Timeline	Key Outputs/Evidence
Mobilization & Inception	Within 15 days of contract signing	Inception report; staffing; venue readiness; training plan; trainee enrollment
Training Delivery	May-Jul 2026 (indicative)	Attendance sheets; session plans; photos; monitoring logs; continuous assessment records
Completion & Assessment	End of training batch	Completion report; internal assessment results;

Milestone	Indicative Timeline	Key Outputs/Evidence
Finalization	Within agreed time after completion	Final report; consolidated database; lessons learned; handover of documents



## 9. Monitoring, Quality Assurance, and Compliance

The TTP shall implement a robust monitoring and quality assurance system to ensure curriculum compliance, learning outcomes, safeguarding, and integrity of records.

- Attendance management: daily attendance, minimum attendance threshold (90% for each trainee) for completion; immediate follow-up for absences.
- Training quality: trainer supervision, class observations, learner feedback, practical skill checks.
- Data integrity: maintain trainee database (enrolment, attendance, assessment scores) with backups.
- Readiness for inspection: facilitate monitoring visits by MCSIPC, related Ministries at province level and authorized stakeholders with timely access to documents and venues.
- Safeguarding & inclusion: non-discrimination, respectful learning environment, grievance handling mechanism.
- Anti-fraud: prevent ghost trainees, duplicate enrolments, or falsified attendance; cooperate with verification checks.

## 10. Reporting Requirements

All reports shall be submitted in English as required by the Client, in both hard copy and editable electronic format, along with verifiable evidence annexes.

- Inception Report (Package-wise): work plan, staffing, venue readiness, training schedule, tools/equipment plan.
- Progress/Completion Report(s): batch-wise progress, attendance, curriculum coverage, issues and mitigation, monitoring findings, interim results.
- Final Report (Package-wise): consolidated trainee database, completion and assessment records, photos, lessons learned, and recommendations.

## 11. Expected Outputs / Deliverables

- Competency-based trainings delivered as per CTEVT curriculum in two of the four occupations within the province package.
- Targeted number of trainees enrolled, trained, and completed with proper attendance and documentation.
- Assessments coordinated and documented as directed by the Client.
- Complete documentation set: trainee forms, attendance, session plans, assessment records, monitoring checklists, inventory lists, and reports.
- Functional MIS/database for trainees with clean, verifiable records.

## 12. Client's Inputs and Responsibilities

- Provide overall program direction, package-wise targets, and coordination with relevant stakeholders.
- Approve inception plan and facilitate monitoring/inspection visits.

- Provide guidance on assessment arrangements and required documentation.
- Coordinate related Ministries in concerned provinces for timely monitoring.
- Provide participants certificate layouts, banner layouts and other required formats
- Process payments upon acceptance of deliverables as per contract terms.



### 13. Payment Schedule (Indicative)

The contract shall be a lumpsum/fixed-price contract for each package. Payments shall be linked to training completion of the trainees and acceptance by the Client and shall follow the RFP/contract provisions. One single payment will be made by the Client after completion of all training activities. Training completion recommendation letter from the concerned local level must be submitted for all training events for payment.

### 14. Ethics, Anti-Corruption, and Conflict of Interest

The TTP shall comply with applicable Government of Nepal procurement laws and ethical standards, including avoidance of conflict of interest, prohibition of corrupt or fraudulent practices, and strict confidentiality of beneficiary data where applicable.

### 14. Key Consideration for RFP document

TTPs may submit technical and financial proposals in provinces they want to implement the assignment and each TTP (including any JV) will ultimately receive only one package even if it ranks first in several.

### Conditions on packages and eligibility

1. For the purpose of this RFP, one province shall constitute one package, as defined in section 3 of TOR issued by MCSIPC.

### Conditions on proposal submission by TTPs

2. A TTP may submit proposals for one or more packages.
3. For each package applied for, the TTP shall submit a complete, separate technical proposal and a complete, separate financial proposal, clearly marked with the relevant package (province) name and number.
4. A TTP (including each member of a joint venture) shall not submit more than one proposal for the same package, either individually, as a JV partner, or as a sub consultant; any such multiple participation in the same package shall lead to rejection of all related proposals for that package.
5. A joint venture (JV) shall be considered as one TTP entity for the purpose of package limitation and award; no member of a JV may submit a separate proposal for any package for which the JV has submitted a proposal.

### Conditions on evaluation and award of packages

6. Evaluation shall be carried out package wise, in accordance with the QCBS method and criteria specified in this RFP, and separate rankings shall be prepared for each package.
7. Notwithstanding the right of a TTP to submit proposals for multiple eligible packages, one TTP (including any JV) shall be awarded only one package under this procurement.
8. If the same TTP obtains the highest combined (technical + financial) score in more than one package, the Client shall:



- Award that TTP the package where its comparative advantage is highest (for example, where the difference between its combined score and that of the next ranked TTP is greatest, or as otherwise specified in the Data Sheet); and
9. For the remaining package(s), award the contract to the next highest ranked TTP in that package that does not breach the “one TTP–one package” limitation. Where the application of the above rule still leaves more than one feasible combination, the Client reserves the right to select the combination of awards that, in its judgment, ensures widest participation of competent TTPs across provinces and best meets the objectives of the assignment, while remaining consistent with the evaluation rankings and PPA/PPR provisions.

**Any misrepresentation of EOI-stage package preference, shortlisting status, or JV composition, if discovered at proposal or contract stage, shall be treated as a material breach and may lead to rejection of the proposal, termination of negotiations, or other actions as per PPA 2063 and PPR 2064.**



## STANDARD FORM OF CONTRACT

# Consultant's Services

## LUMP-SUM FORM OF CONTRACT

10

## Contents



### PART II

#### Section 8. Conditions of Contract and Contract Forms

##### Preface

I. **Error! Bookmark not defined.**

II. **Error! Bookmark not defined.**

#### A. GENERAL PROVISIONS

**Error!**

##### **Bookmark not defined.**

1. **Error! Bookmark not defined.**

2. **Error! Bookmark not defined.**

3. **Error! Bookmark not defined.**

4. **Error! Bookmark not defined.**

5. **Error! Bookmark not defined.**

6. **Error! Bookmark not defined.**

7. **Error! Bookmark not defined.**

8. **Error! Bookmark not defined.**

9. **Error! Bookmark not defined.**

10. **Error! Bookmark not defined.**

#### B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

##### **Error! Bookmark not defined.**

11. **Error! Bookmark not defined.**

12. **Error! Bookmark not defined.**

13. **Error! Bookmark not defined.**

14. **Error! Bookmark not defined.**

15. **Error! Bookmark not defined.**

16. **Error! Bookmark not defined.**

17. **Error! Bookmark not defined.**

18. **Error! Bookmark not defined.**

19. **Error! Bookmark not defined.**

#### C. OBLIGATIONS OF THE CONSULTANT

42

20. **Error! Bookmark not defined.**

21. **Error! Bookmark not defined.**

22. 44

23. **Error! Bookmark not defined.**

24. **Error! Bookmark not defined.**

25. **Error! Bookmark not defined.**

26. **Error! Bookmark not defined.**

27. **Error! Bookmark not defined.**

10

28.	<b>Error! Bookmark not defined.</b>	
29.	<b>Error! Bookmark not defined.</b>	
D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS		
30.	<b>Error! Bookmark not defined.</b>	
31.	<b>Error! Bookmark not defined.</b>	
32.	<b>Error! Bookmark not defined.</b>	
E. OBLIGATIONS OF THE CLIENT		46
33.	<b>Error! Bookmark not defined.</b>	
34.	<b>Error! Bookmark not defined.</b>	
35.	<b>Error! Bookmark not defined.</b>	
36.	<b>Error! Bookmark not defined.</b>	
37.	<b>Error! Bookmark not defined.</b>	
38.	<b>Error! Bookmark not defined.</b>	
F. PAYMENTS TO THE CONSULTANT		47
39.	<b>Error! Bookmark not defined.</b>	
40.	<b>Error! Bookmark not defined.</b>	
41.	<b>Error! Bookmark not defined.</b>	
42.	<b>Error! Bookmark not defined.</b>	
43.	51	
44.	<b>Error! Bookmark not defined.</b>	
45.	51	
G. FAIRNESS AND GOOD FAITH		49
46.	<b>Error! Bookmark not defined.</b>	
H. SETTLEMENT OF DISPUTES		50
47.	<b>Error! Bookmark not defined.</b>	
48.	<b>Error! Bookmark not defined.</b>	
I. BLACKLISTING		51
49.	52	
III.	<b>Error! Bookmark not defined.</b>	
IV.	<b>Error! Bookmark not defined.</b>	



Handwritten signature or initials.



## Preface

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

20

**CONTRACT FOR CONSULTANT'S SERVICES**  
**Lump-Sum**



Project Name \_\_\_\_\_

Contract No. \_\_\_\_\_

between

[Name of the Client]

and

[Name of the Consultant]

Dated: \_\_\_\_\_



# I. Form of Contract

## LUMP-SUM

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

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

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

### WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received [or has applied for] a loan [or grant or financing] from the Donor Agency: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Donor, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;

Terms of Contract      Lump Sum

Appendix A:

Appendix B:

Appendix C:

Appendix D:

Appendix E:

Appendix F:

- Terms of Reference
- Key Experts
- Breakdown of Contract Price
- Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify "Not Applicable" for GoN funded projects]
- Medical Certificate
- Minutes of Negotiation Meetings

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

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

For and on behalf of [Name of Client]

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of member]

[Authorized Representative]



(c) Appendices: : **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

Appendix A:	Terms of Reference
Appendix B:	Key Experts
Appendix C:	Breakdown of Contract Price
Appendix D:	Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify "Not Applicable" for GoN funded projects]
Appendix E:	Medical Certificate
Appendix F:	Minutes of Negotiation Meetings

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

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

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

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

*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of member]*

*[Authorized Representative]*



[Name of member]

[Authorized Representative]

[add signature blocks for each member]



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (c) "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the Development Partner.
- (d) "Client" means [procuring entity/the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.
- (e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) "Day" means a working day unless indicated otherwise.
- (h) "Development Partner (DP)" means the country/institution funding the project **as specified in the SCC**.
- (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) "Foreign Currency" means any currency other than the currency of the Client's country.
- (l) "GCC" means these General Conditions of Contract.
- (m) "Government" means the government of Nepal (GoN).
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and



on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(p) "Local Currency" means the currency of Nepal (NPR).

(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

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

**3. Law Governing Contract**

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

**4. Language**

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

**5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

**6. Communications**

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



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

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

**7. Location**

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

**8. Authority of Member in Charge**

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

**9. Authorized Representatives**

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

**10. Corrupt and Fraudulent Practices**

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

**a. Commissions and Fees**

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

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

Handwritten signature



**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**

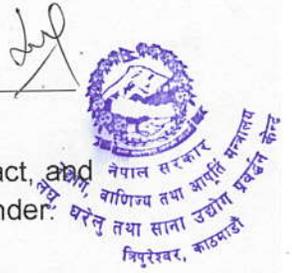
16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation 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 failure to make any payment required hereunder.

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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

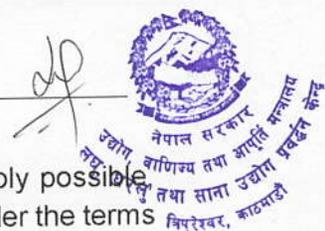
17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written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

**d. Extension of Time (EoT)**

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or



(b) continue with the Services to the extent reasonably possible in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

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

**18. Suspension**

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

**19. Termination**

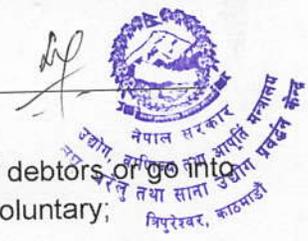
19. 1 This Contract may be terminated by either Party as per provisions set up below:

**a. By the Client**

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of



debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

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

**b. By the Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (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.





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

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

**b. Law Applicable to Services**

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

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

(a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or

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

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

**21. Conflict of Interests**

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods,



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

**b. Consultant and Affiliates Not to Engage in Certain Activities**

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

**c. Prohibition of Conflicting Activities**

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

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

**d. Strict Duty to Disclose Conflicting Activities**

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

**22. Conduct of Consultants**

22.1 The Consultant shall be responsible to 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 carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :

- (i) give or propose improper inducement directly or indirectly,
- (ii) distortion or misrepresentation of facts
- (iii) engaging or being involved in corrupt or fraudulent practice
- (iv) Interference in participation of other prospective consultants.



- (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract
- 23. Confidentiality** 23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
- 24. Liability of the Consultant** 24.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 25. Insurance to be Taken out by the Consultant** 25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.
- 26. Accounting, Inspection and Auditing** 26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and



records audited by auditors appointed by the Client/DP 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 GCC26.2 constitute a prohibited practice subject to contract termination.

**27. Reporting Obligations**

27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**28. Proprietary Rights of the 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. Equipment, Vehicles and Materials**

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



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

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**30. Description of Key Experts**

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

**31. Replacement of Key Experts**

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

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

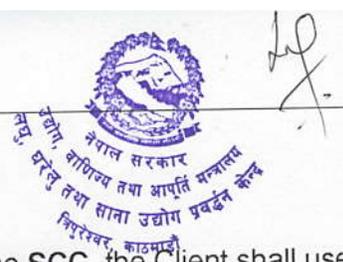
**32. Removal of Experts or Sub-consultants**

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

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

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

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



### E. OBLIGATIONS OF THE CLIENT

#### 33. Assistance and Exemptions

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

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

#### 34. Access to Project Site

34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property



thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

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

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

**37. Counterpart Personnel**

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

37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2

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

**38. Payment Obligation**

38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the



Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

- 39. Contract Price** 39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 40. Taxes and Duties** 40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
- 41. Currency of Payment** 41.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.
- 42. Mode of Billing and Payment** 42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.
18. 42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 42.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 42.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make



any necessary corrections, and thereafter the foregoing process shall be repeated.

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

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

42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### 43. Retention

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

43.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 42.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

#### 44. Interest on Delayed Payments

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

#### 45. Liquidated Damages

45.1. 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**

**46. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**47. Amicable Settlement**

47.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 48.1 shall apply.

**48. Dispute Resolution**

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

**I. BLACKLISTING**



**49. Blacklisting**

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

- a) if it is proved that the consultant committed acts pursuant to GCC 22.2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

49.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Donor Agency 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 donor agency.

### 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
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client : Micro, Cottage and Small Industry Promotion Center (MCSIPC)                      Attention : Executive Officer                      Facsimile : _____                      E-mail (where permitted): info@mcsipc.gov.np                      Consultant : _____                      Attention : _____                      Facsimile : _____                      E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____                      _____ [insert name of the member]</p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p>For the Client: [name, title] _____                      For the Consultant: [name, title] _____</p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b>                      The time period shall be three months.</p>
13.1	<p><b>Commencement of Services:</b>                      The number of days shall be fifteen days.                      Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>

*[Handwritten signature]*



<p>14.1</p>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be Four Months</p>
<p>21 b.</p>	<p>The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p>
<p>24.1</p>	<p><b>No additional provisions.</b> [OR  <b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</p> <p><b>(b) This limitation of liability shall not</b></p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.</p>
<p>25.1</p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>[Note: Delete what is not applicable except (a)].</p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</b></p>



	<p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>28.1</p>	<p><i>[Note: If applicable, insert any exceptions to proprietary rights provision _____]</i></p>
<p>28.2</p>	<p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Client.]</i></p> <p>OR</p> <p><i>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p>OR</p>



	<p><b>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</b></p>
33.1 (a) through (f)	<p><b>[Note:</b> List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]</p>
33.1(g)	<p><b>[Note:</b> List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 33.1(g).]</p>
39.1	<p><b>The Contract price is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive]of Value Added Tax (VAT).</b></p> <p><b>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.</b></p>
42.2	<p><b>The payment schedule:</b></p> <p><b>[Note:</b> Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</p> <p><b>The first payment, amounting to 20%,</b> will be released after the consultant submits the inception report, which must include the training schedule, milestones, methodology, and details of enrolled trainees, and receives approval from the client.</p> <p><b>The second and final payment, amounting to 80%,</b> will be released after the consultant submits the final work completion report, provides details of the graduates, distributes certificates to all graduates, and receives approval of the report from the client.</p>
42.2.1	<p><b>[Note:</b> 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)]</p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p>



	<p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against <i>[list the payments against which the advance is offset]</i>.</p> <p>(2) The advance payment bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p><i>[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.]</i></p>
<p>42.2.4</p>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
<p>43.1</p>	<p>The proportion of payments retained is: .....</p>
<p>44.1</p>	<p><b>The interest rate is:</b> <i>[insert rate]</i>.</p>
<p>45.1</p>	<p>The liquidated damage is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.</p>
<p>48.</p>	<p><b>(a) Contracts with foreign consultants:</b></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation</i></p>



	<p><i>Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i>] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the 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.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority 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.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c)</p>



	<p>above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<b>Note:</b> If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<b>Note:</b> If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>];</p> <p>(b) the [<i>type of language</i>] language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p><b>(b) Contracts with domestic consultants:</b></p> <p>Arbitration shall be conducted in accordance with Nepal Arbitration Act</p>