



Council for Technical Education & Vocational Training
Gandaki Province Office,
Pokhara, Kaski

REQUEST FOR PROPOSALS (RFP)

for

Conducting Market Oriented Short-Term Skill Training Courses

On

**Different Occupations under Agricultural, Engineering, Health, Hospitality
Handicrafts and Miscellaneous Trades .**

Issued by

Council for Technical Education and Vocational Training (CTEVT)

Gandaki Province Office

Office Address: Malepatan, Pokhara, Kaski, Nepal

Phone: 061-532271

Email: ctevtgandaki@gmail.com

Magh 2079

Table of Contents

Section 1. Letter of Invitation	Error! Bookmark not defined.
Section 2. Information to Consultants/TPs	6
Section 3. Technical Proposal Standard Forms	17
3A Technical Proposal Submission Letter	18
3B Training Provider's References.....	19
3C: Specific Experience of the Consultants related to the Assignment.....	19
3D Available Infrastructure and Physical facilities	20
3E. Comments and suggestions of consultants on the terms of reference and on data, services, and facilities expected from the client	21
3G. Team composition and task assignments	22
3H. Formats of curriculum vitae (cv) for proposed professional staff	23
3I. Time schedule for professional personnel	24
3J. Activity (Work) Plan	25
Section 4. Financial Proposal - Standard Forms	26
4A. Financial Proposal Submission Letter.....	27
4B. Summary Of Costs	28
4C. Detailed Breakdown of Cost.....	29
4D Instructions for Cost Calculations	30
Section 5: Terms of Reference	31
Section 6. Standard Form of Contract	37

Section 1. Letter of Invitation

Date:

Dear Training Providers,

1. Council for Technical Education & Vocational Training (CTEVT), Gandaki Province Office (GPO) is conducting market oriented vocational short term training based on TNA through close co-ordination with Local Government (Palika's), Chamber of Commerce, FNCCI and other stakeholders of TVET sector (both GoN,NGOs/INGOs & Private) to interested poor, out of school, women & disadvantaged group aiming to increase their participation in production and services through self or domestic wage employment in their respective areas. The objective is to improve the living standard of Nepalese workers, particularly women and people from disadvantaged groups through continuous employment. Thus, the CTEVT GANDAKI PROVINCE intends to apply a portion of this fund to eligible payments under this Contract.
2. CTEVT GPO now invites technical and financial proposals to provide the following consulting services: Conducting Short Term Training Courses as per CTEVT curricula on different Trades enlisted below. More details on the services are in the attached Terms of Reference (ToR).
3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants/TPs

सि न	संस्थाको नाम	ठेगाना
१	एसियन स्कूल अफ टुरिजम एण्ड होटल म्यानेजमेन्ट	बुटवल ८
२	पोखरा भ्यालि टेक्निकल इन्स्टिट्युट	पोखरा कास्की
३	हेरोन टेक्निकल	रानीपौवा,पोखरा
४	तिनाउ बहुप्राविधिक शिक्षालय	बुटवल
५	पञ्चकन्या ट्रेनिङ इन्स्टिट्युट	रानीपौवा, पोखरा
६	अर्ल इलेक्ट्रोनिक्स एण्ड टेक्निकल इन्स्टिट्युट	इटहरी १, सुनसरी
७	एस्पर्ट टेक्निसियन कलेज, इटहरी	सुनसरी
८	जयन टेक्निकल कलेज अफ टेक्नोलोजी	बुटवल ४
९	जनहित ट्रेनिङ एण्ड ट्रेडिङ	पोखरा, कास्की
१०	नेशनल इन्स्टिट्युट अफ फुड स्टडिज एण्ड अपरेसन	काठमाण्डौ
११	स्कील्स होम प्रा. ली	काठमाण्डौ ४
१२	वल्डवाइड टेक्निकल प्रा.लि	काठमाण्डौ
१३	कान्तीपुर बहुप्राविधिक शिक्षालय	भरतपुर चितवन
१४	नारायणी पोलिटेक्निक इन्स्टिट्युट	भरतपुर चितवन
१५	रौताहा टेक्निकल कलेज	इटहरी ६ सुनसरी
१६	पिरामिड टेक्निकल इन्स्टिट्युट	इटहरी ६ सुनसरी
१७	इनरुवा इन्टरनेशनल पोलिटेक्निकल इन्स्टिट्युट	इनरुवा,सुनसरी
१८	जिभ क्यारियर इन्स्टिट्युट	काठमाण्डौ
१९	सिद्धार्थ कलेज अफ टेक्निकल साइन्स	काठमाण्डौ
२०	परफेक्ट म्यामपावर ट्रेनिङ सेन्टर	काठमाण्डौ
२१	भ्यु एक्टिभ कन्सल्टेन्सि	काठमाण्डौ
२२	नेपाल चैतारी टेक्निकल इन्स्टिट्युट	जनकपुर
२३	स्कील ट्रेनिङ एन्ड रिसर्च कन्सल्टेन्सी प्रा. ली,	नेपालगञ्ज १२
२४	यति टेक्निकल एजुकेशन एण्ड मल्टिपल कलेज	गोरखा
२५	एक्सन फर स्कील डेभलपमेन्ट कन्सल्टेन्सी	बिरगंज
२६	कोहलपुर इन्स्टिट्युट अफ टेक्निकल एजुकेशन	कोहलपुर
२७	भेरी राप्ती प्राविधिक शिक्षालय	सुर्खेत

२८	नेपाल उधमी बिकास परामर्श केन्द्र	चितवन
२९	दक्ष सिप प्रशिक्षण तथा रोजगार केन्द्र	इटहरी
३०	स्थानिय रोजगार केन्द्र	चितवन
३१	शिव शक्ति ट्रेनिङ सेन्टर	काठमाण्डौ
३२	कलेज अफ इम्पोजमेन्ट	चितवन
३३	क्वालिटी मल्टिप्रपोज	काठमाण्डौ
३४	एसोसिएट्स नेपाल सिनर्जी	काठमाण्डौ
३५	जिनियस मल्टि टेक्निकल इन्ष्ट्रिच्युट	पोखरा
३६	पब्लिक टेक्निकल कलेज	बुटवल
३७	सिमेका हयुमन रिसोर्स एकेडेमी	काठमाण्डौ
३८	मन्जुश्री टेक्निकल ट्रेनिङ इन्ष्ट्रिच्युट	काठमाण्डौ
३९	वल्ड लिङ्क टेक्निकल ट्रेनिङ इन्ष्ट्रिच्युट	काठमाण्डौ
४०	नव रत्न टेक्निकल ट्रेनिङ इन्ष्ट्रिच्युट	काठमाण्डौ
४१	पश्चिमाञ्चल टेक्निकल एजुकेशन एन्ड सेक्युरिटी सर्भिस	पोखरा
४२	गण्डकी ट्रेनिङ सेन्टर	पोखरा
४३	मल्टी स्कील्स	भक्तपुर
४४	नेशनल मानस बिकास ट्रेनिङ इन्ष्ट्रिच्युट	नेपालगञ्ज
४५	त्रिपुर ईन्जिनियरिङ प्रा. लि	ललितपुर
४६	गण्डकी टेक्निकल इन्ष्ट्रिच्युट	पोखरा
४७	किङ्स इन्टरनेशनल कलेज	रुपन्देही
४८	जिनियस सर्भिस नेपाल	काठमाण्डौ
४९	SOB इन्ष्ट्रिच्युट	पोखरा
५०	कान्तिपुर सुदुरपश्चिम टेक्निकल कलेज	धनगढी
५१	कान्तिपुर पश्चिमाञ्चल टेक्निकल कलेज	पोखरा
५२	कान्तिपुर पश्चिमाञ्चल इन्ष्ट्रिच्युट	पोखरा
५३	जिवनशान्ति इन्जिनियरिङ कन्सल्टेन्सि	ललितपुर
५४	आर बि टेक्निकल इन्ष्ट्रिच्युट	कञ्चनपुर
५५	सेती ट्रेनिङ एण्ड रिसर्च	डोटी
५६	नागार्जुन मल्टी टेक्निकल सोलुसन	काठमाण्डौ
५७	माहिका मल्टिप्रपोज	काठमाण्डौ
५८	स्कील डेभलपमेन्ट एण्ड भोकेशनल ट्रेनिङ	काठमाण्डौ
५९	मल्टी ट्रेड टेक्निकल ट्रेनिङ	काठमाण्डौ
६०	हुनैनथ टेक्निकल एजुकेशन एण्ड भोकेशनल	कञ्चनपुर
६१	मेची पोलिटेक्निकल इन्ष्ट्रिच्युट	झापा
६२	नेपाल इन्ष्ट्रिच्युट अफ टेक्निकल एण्ड भोकेशनल ट्रेनिङ	काठमाण्डौ
६३	अबान्टिका टेक्निकल एण्ड भोकेशनल	ललितपुर
६४	बिराट पोलिटेक्निक इन्ष्ट्रिच्युट	बिराटनगर
६५	प्राइम स्कुल अफ आई टि एण्ड टेल	बिराटनगर
६६	भुमिका सिपमूलक तालिम केन्द्र	झापा
६७	सुदुर पश्चिमाञ्चल पोलिटेक्निकल इन्ष्ट्रिच्युट	धनगढी

६८	ग्लेयर इन्जिनियरिङ कन्सल्टेन्सी	सामाखुशी
६९	भूमिका टेक्निकल सर्भिस	नवलपरासी
७०	हलेसी इन्जिनियरिङ मल्टीप्रपोज	उदयपुर
७१	गोसाईकुण्ड पोलिटेक्निक इन्स्टिट्युट	काठमाण्डौ
७२	निलगिरी टेक्निकल इन्स्टिट्युट	काठमाण्डौ
७३	ग्लोबल कलेज अफ इन्जिनियरिङ टेक्नोलोजी	बुटवल
७४	कृष्टिना एण्ड कृष्टल इन्टरनेशनल कन्सल्टेन्सी	बुटवल
७५	मालिका अर्जुन टेक्निकल इन्स्टिट्युट	काठमाण्डौ
७६	मल्टिस्कील एण्ड इन्भारोमेन्ट डेभलपमेन्ट	काठमाण्डौ
७७	शिव इन्स्टिट्युट अफ मल्टी टेक्निकल एजुकेशन	पाल्पा
७८	साझा व्यावसाय सिप विकास	रौतहट
७९	मेगा मल्टिप्रपोज	रौतहट
८०	मध्यबिन्दु टेक्निकल इन्स्टिट्युट	नवलपुर
८१	युनाइटेड इन्टरप्राइजेज एण्ड ट्रेनिङ सेन्टर	काठमाण्डौ
८२	डाइनामिक टेक्निकल एजुकेशन एण्ड भोकेशनल ट्रेनिङ	काठमाण्डौ
८३	एपेक्स म्यानेजमेन्ट कन्सल्टेन्सी	रुपन्देही
८४	लुम्बिनी पोलिटेक्निक इन्स्टिट्युट	रुपन्देही
८५	आइडियल इन्जिनियरिङ एण्ड कन्स्ट्रक्सन सर्भिस	नवलपरासी
८६	मेरिट टेक्निकल ट्रेनिङ इन्स्टिट्युट	पोखरा
८७	व्यावसाय तालिम विकास तथा परामर्स	बारा
८८	श्री चित्रगुप्त इन्स्टिट्युट अफ टेक्नोलोजि	महोत्तरी

4. Training Providers will be selected under Quality and Cost Based Selection (QCBS) Method and procedures described in this RFP.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to *Training Providers* (TP)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

Yours sincerely,

.....

Pramod Bhakta Acharya

Director

CTEVT GANDAKI PROVINCE

Pokhara, Kaski

Section 2. Information to Consultants/TPs

1. Introduction

- 1.1 The Client named in the Data Sheet will select a *Training Provider* among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The *Training Providers* are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The *Training Providers* must familiarize themselves with local conditions and consider them in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, *Training Providers* are encouraged to visit the Client before submitting proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the *Training Providers* in obtaining curriculums needed to carry out the services, and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and always hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. *Training Providers* will not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best Interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, *Training Providers* shall not be hired under the circumstances set forth below:

Training Providers, engaged by the Client to provide goods or works for the project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, *Training Providers* hired to provide training services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the *Training Provider's* earlier training services) for the same project.

Training Providers or any of their affiliates shall not be hired for any assignment which meet to its nature, may conflict with another assignment of the *Training Providers*.

- 1.7.2 Any previous or on-going participation in relation to the assignment by the *Training Provider*, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. *Training Providers* should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the GoN's policy to require its implementing agencies, as well as *Training Providers* under GoN (or Donor Agency) 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 of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among *Training Providers* (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

will reject a proposal for award if it determines that the *Training Provider* recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

will cancel the *Training Provider's* contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the *Training Provider* or the Client during the selection process or the execution of that contract;

will debar a *Training Provider* for a stated period, to be awarded a contract if it at any time determines that the *Training Providers* has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

will have the right to require that, a provision be included requiring *Training Providers* to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

1.9 *Training Providers* shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).

1.10 *Training Providers* shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 *Training Providers* may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for Clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited *Training Providers* and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 *Training Providers* are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal (TP), *Training Providers* are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, *Training Providers* must give attention to the following:
- For assignments on a staff-time basis, the estimated number of professional staff months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the *Training Provider*. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions like those prevailing in Nepal.
- Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- Reports to be issued by the *Training Providers* as part of this assignment must be in the language(s) as specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- A brief description of the *Training Provider's* organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and *Training Provider's* involvement.
- Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- A description of the methodology and work plan for performing the assignment (Section 3D).
- The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the *Training Provider/entity* and degree of responsibility held in various assignments.
- Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

- Any additional information requested in the Data Sheet.
- 3.5** The Technical Proposal shall not include any financial information.
- Financial Proposal**
- 3.6** In preparing the Financial Proposal (FP), *Training Providers* are expected to consider the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff, and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.7** The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the *Training Provider* under the Contract or for any other cause.
- 3.8** *Training Providers* shall express the price of their services in Nepalese Rupees.
- 3.9** The Data Sheet indicates the required validity period of the proposals. During this period, the *Training Provider* is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the *Training Providers* who do not agree have the right not to extend the validity of their proposals.
- 4.Submission, Receipt, and Opening of Proposals**
- 4.1** The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the *Training Provider* itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2** An authorized representative of the *Training Providers* shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3** For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”
- 4.5** The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6** After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client’s Procurement Unit until all submitted proposals are opened publicly.

Proposal Evaluation

General

- 5.1** From the time the bids are opened to the time the contract is awarded, if any *Training Provider* wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the *Training Provider* to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2** Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

Evaluation of Technical Proposals (QCBS, QBS, FBS LCBS)

- 5.3** The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4** In the case of Quality-Based Selection, the highest ranked consultants are invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in Para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals (CBS Only)

The Financial Proposals shall be opened publicly in the presence of the *Training Providers* representatives who choose to attend. The name of the *Training Provider* and the proposed prices shall be read aloud prepare minutes of the public opening.

Public Opening and Evaluation of Financial Proposals (QCBS, FBS, LCBS)

- After the evaluation of quality is completed, the Client shall notify those *Training Providers* whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the *Training Providers* that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 days within the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.7** The Financial Proposals shall be opened publicly in the presence of the *Training Providers* representatives who choose to attend. The name of the *Training Provider*, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.8** The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have cost all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.9** In case of Fixed Budget Selection (FBS), the *Training Provider's* Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected

- 5.10** In case of Least Cost Based Selection (LCBS), the *Training Provider's* proposal which has scored the minimum pass mark in the technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.
- 5.11** The financial scores (*Sf*) of the Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the eligible combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1** Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2** Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the *Training Provider* to improve the Terms of Reference. The Client and *Training Provider* will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the *Training Provider* can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3** Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the *Training Provider* should provide the information on remuneration rates described in the Appendix to this information.
- 6.4** Having selected the *Training Provider* based on, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract based on the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered, then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5** The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

Award of Contract 7.1

- Pursuant to Sub-Clause 6.5, 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 *Training Provider* and other short-listed *Training Providers* within 7 days of selection of the winning proposal.
- 7.2** If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the *Training Provider*, selected as per Sub-Clause 7.1 shall be

accepted and the successful *Training Provider* shall be notified to come for signing the Agreement within 15 days.

- 7.3** If the *Training Provider* fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the *Training Provider* whose proposal received the next highest score to negotiate a contract.
- 7.4** If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application.
- 7.5** 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 Chief within 5 days, then the applicant can file a complaint to the Review committee within 7 days.
- 7.6** The Client shall return the unopened Financial Proposals of those *Training Providers* who did not pass the technical evaluation.
- 7.7** The *Training Provider* is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1** Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the *Training Providers* who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected *Training Provider* pursuant to Sub- Clause 7.1

9. Conduct of Consultants

- 9.1** 9.1 The *Training Provider* shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2** The *Training Provider* 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 procurement 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 participation of other prospective bidders.
 - e. Coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings.
 - f. collusive practice among *Training Providers* before or after submission of proposals for distribution of works among *Training Providers* or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
 - g. 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

10. Blacklisting Training Provider

- 10.1** Without prejudice to any other rights of the Employer under this Contract, the Public Procurement Monitoring Office may blacklist a Training Provider for his conduct up to three years on the following grounds and seriousness of the act committed by the *Training Provider*:
- A) if it is proved that the bidder committed acts pursuant the Information to Consultants clause 9.2
 - B) if the bidder fails to sign an agreement pursuant Information to Consultants clause 7.3,
 - C) if it is proved later that the bidder/contractor 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 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) other acts mentioned in the Data Sheet or SCC
- 10.2** A Training Provider declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.

Information to Training Provider

DATA SHEET

Clause Reference

1.1	<p>The name of the Client is:</p> <p>Council for Technical Education and Vocational Training (CTEVT)</p> <p>Province Office (GANDAKI PROVINCE)</p> <p>Pokhara, Kaski</p> <p>Phone: 061-532271</p> <p>The method of selection is: <i>Quality and Cost Based Selection (QCBS)</i> Method in accordance with the procedures set out in the Public Procurement Act 2063 and Public Procurement Regulation, 2064 and its amendments.</p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Name: Training service for conducting Short Term training courses (Level-1) as per CTEVT curriculum.</p> <p>Objectives: The main objective of the assignment is to deliver quality skill training for the targeted beneficiaries following the CTEVT curricula, managing their skill testing level-1 and assisting them for sustainable and rewarding employment in trained occupations.</p> <p>Description: CTEVT GANDAKI PROVINCE aims to procure experienced, eligible and competent private Training Provider to conduct Short Term training courses (Level-1) of duration as per CTEVT Curricula (390 hours) including soft skills training to the Nepalese youth inclusive of women and other disadvantaged group in following occupations and number of trainees. The training will be conducted in 9 districts of Gandaki Province in provision 5 as directed in clause 3.1 of section 5: Terms of Reference (TOR) for Conducting Short Term Training Courses. GPO can revise the number of events and location before to sign agreement as per the market need.</p> <p>Training providers having adequate facilities to provide training in the related occupation are requested to submit their proposals. There must be agreement/Permission letter between the TP and each Proposed local Bodies with their shared roles and responsibilities to perform the assignment otherwise TP's should conduct training on specified occupation at allocated venue by CTEVT GANDAKI PROVINCE. In the process of evaluation of proposals, CTEVT GANDAKI PROVINCE team will verify the physical facilities.</p> <p><u>Joint venture between training providers and sub-contracting of the assignment will not be accepted.</u></p>
1.3	<p>A pre-proposal conference (Virtual) will be conducted on 2079/10/25 by CTEVT GANDAKI PROVINCE.</p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>Name: CTEVT GANDAKI PROVINCE</p> <p>Address: Pokhara, Kaski</p> <p>Telephone No: 061-532271</p>
1.4	<p>The Client will provide the following inputs: Training curriculum, Training Implementation Guidelines, Training Manuals, Training Monitoring guidelines and other relevant Documents</p>
1.5	<p>The clauses on fraud and corruption in the Contract are: As per the standard form of Contract</p>

1.6	<p>Clarifications may be requested 5 days before the proposal submission date.</p> <p>The address for requesting clarifications is: Name: CTEVT GANDAKI PROVINCE Address: Pokhara, Kaski Telephone No: 061-532271</p>
1.7	Proposals should be submitted in the following language(s): English
1.8	<p>(i) Short listed Training Provider/entity may associate with other short listed consultants: No</p> <p>a. The estimated number of professional staff-months required for the assignment is:</p> <ol style="list-style-type: none"> Two Instructors for 20 trainees (3 months) (During training Periods) At least one instructor should have TOT/IS. <p>(ii) The minimum required experience of proposed professional staff is: As per ToR</p> <p>(iii) Reports that are part of the assignment must be written in the following language(s): English</p>
1.9	<p>(i) Training is a specific component of this assignment: Details is as per the ToR</p> <p>(ii) Additional information in the Technical Proposal includes: As per the ToR</p>
2.1	Proposals must remain valid 90 days after the noticed published for contract.
2.2	Consultants must submit original copy of technical and financial proposal separately.
2.3	<p>The proposal submission address: Name: CTEVT GANDAKI PROVINCE Address: Pokhara, Kaski Telephone No: 061-532271</p> <p>Information on the outer envelope should also include: The original and a copy of the technical Proposals shall be placed in a sealed (<i>Lahachhap</i>) envelope clearly marked “Technical Proposal for CTEVT GANDAKI PROVINCE- Training on [Insert Name of occupation] in [Insert Location/s]” and the original and a copy of financial proposal in another sealed (<i>Lahachhap</i>) envelope clearly marked “Financial Proposal for CTEVT GANDAKI PROVINCE-Training on [Insert Name of occupation] in [Insert Location/s]”.</p> <p>Both envelopes shall be placed into an outer envelope and sealed (<i>Lahachhap</i>). This outer envelope shall clearly mark “Proposals for CTEVT GANDAKI PROVINCE-Training on [Insert Name of occupation] in [Insert Location/s]”.</p>
4.5	<p>Proposals must be submitted no later than: 17th hour of 4th day of Falgun, 2079 (Thursday)</p> <p>The technical proposals will be opened on 2079/11/05 onwards at CTEVT GANDAKI PROVINCE.</p>

5.1	<p>The address to send information to the Client is:</p> <p>Name: CTEVT GANDAKI PROVINCE Address: Pokhara, Kaski Telephone No: 061-532271</p>										
5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the consultants related to the assignment and eligibility of form.</td><td style="text-align: right;">[20]</td></tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td><td style="text-align: right;">[35]</td></tr> <tr> <td>(iii) Qualifications and competence of the key staff for the Assignment</td><td style="text-align: right;">[45]</td></tr> <tr> <td style="text-align: right;">Total Points:</td><td style="text-align: right;">100</td></tr> </tbody> </table> <p>The minimum technical score required to pass: 60</p>		<u>Points</u>	(i) Specific experience of the consultants related to the assignment and eligibility of form.	[20]	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	[35]	(iii) Qualifications and competence of the key staff for the Assignment	[45]	Total Points:	100
	<u>Points</u>										
(i) Specific experience of the consultants related to the assignment and eligibility of form.	[20]										
(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	[35]										
(iii) Qualifications and competence of the key staff for the Assignment	[45]										
Total Points:	100										
5.8	<p>The fixed Budget Ceiling for the assignment is maximum Nrs. 3,23,500.00 (Three Lakhs Twenty-Three Thousand and Five Hundred Rupees Only) excluding Skill test fee and Monitoring & Supervision Fee.</p>										
5.10	<p>The formula for determining the financial scores is the following: [Either $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]</p> <p>The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.8, and P (Financial Proposal) = 0.2</p>										
6.1	<p>The address for negotiations is:</p> <p>Name: CTEVT GANDAKI PROVINCE Address: Pokhara, Kaski Telephone No: 061-532271</p>										
6.2	<p>The assignment is expected to commence on Third Week of Falgun at specified locations in ToR</p>										

Section 3. Technical Proposal Standard Forms

3A. Technical Proposal Submission Letter.

3B. Consultant's References.

3C: Specific Experience of the Consultants related to the Assignment

3D. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities expected from the Client.

3E. Description of the methodology and work plan to perform the assignment.

3F. Team composition and task assignments.

3G. Format of curriculum vitae (CV) for proposed professional staff.

3H. Time schedule for professional personnel.

3I. Activity (work) schedule.

3A Technical Proposal Submission Letter

Date:

The Director
CTEVT GANDAKI PROVINCE OFFICE
Pokhara, Kaski

Subject: Submission of the Technical Proposal

Dear Sir:

We, the undersigned, offer to provide the **Consulting Service for** conducting short term training courses of L-1 (As per CTEVT's Curriculum) onin accordance with your Request for Proposal dated -----/-
---/2079 and our Proposal. We are hereby submitting our technical proposal sealed (*Lahachhap*) under a separate envelope.

If negotiations are held during the period of validity of the proposal, i.e., before -----/-----/2079, we undertake to negotiate based on the proposal. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We here by confirm that our proposal is in accordance with the Standard Forms provided in the Request for Proposal (RFP).

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of Training Provider:

Address:

Stamp of the Training Provider:

3B Training Provider's References

3B.1 Background information (Maximum 500 words)

3B.2 Understanding the Objective of the Assignment

3B.3 Expected output/outcome of the Assignment

3C: Specific Experience of the Consultants related to the Assignment

3C.1 Training Experience in Related Occupation (at least 390 hours) imparted in last 3 fiscal years. (2075/076 to 2077/078 only)

S.N.	Occupations	Number of Trainers Trained	Number of Trainees Passed Skill Test	Number of Graduates Employed	Funding Organization/Client (write full name and address)	In which fiscal year training was conducted?
1						
2						
3						

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

3C.2. For Institutions conducting/running Academic Courses in Related Trade

S.N.	Academic Year	Name of Technical Education Course	Number of groups conducted	Number of students enrolled	Number of graduates	Remarks
1						
2						
3						

3D Available Infrastructure and Physical facilities.

Availability of Infrastructure: Office Building, Classrooms, Practical Workshop/labs, Library, Hostels, Toilets for male and female, furniture, Water facility, Internet, electricity etc.

3D.1. Office Space and Training Facilities (Training Provider)

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

3D.2. List of tools, equipment and training materials available with Training Provider.

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

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

3E. Comments and suggestions of consultants on the terms of reference and on data, services, and facilities expected from the client

- **On the Terms of Reference:**
- **On the data, services, and facilities expected from the Client:**

3F. Description of the methodology and work plan for performing the assignment.

3F.1.Preparation methodology

- *Outreach Strategy/social marketing*
- *Participants Selection*
- *Venue Management*
- *Safety Measures/ Emergency Preparedness*

3F.2.Implementation methodology

- *Training implementation method*
- *Work Plan*
- *Personnel schedule*
- *Monitoring and Performance Evaluation Methodology*
- *Arrangement for Skill Testing*
- *Job Placement Strategy*
- *Communication and Reporting Mechanism*

3F.3. Other Innovative Ideas Related to the Assignment

3G. Team composition and task assignments

Provide information on staff proposed for the training under this assignment.

S. N.	Proposed Position	Name	Qualification	ToT /Instructional Skills	Years of Experience
1	Office Chief				
2	Trainer				

(CVs of the staffs shall be recently signed by the proposed professional staff and the authorized representative of the Training provider/s to be considered for evaluation.) Please submit the notarized copies only. If same expert's CV is submitted by more than one training provider such CV will not be evaluated in any TPs favor.

1. Highest academic certificate

2. TOT/ instructional skills/managerial skills certificates and

3. Evidence of relevant Experiences and similar tasks performed; based on the submitted CV.

3H. Formats of curriculum vitae (CV) for proposed professional staff

Proposed Position: _____

Name of Training Provider/Institute: _____

Name of Staff: _____

Phone /Mobile No. of Staff _____

Date of Birth: _____

Membership in Professional Societies: _____

Education:

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

Qualification	Institute/School/College	Year of Completion

Employment Record:

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

Position and Duration	Employer	Major tasks Performed
Example (Instructor from 2076 to till date)		

Training:

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

Training	Institute	Duration and Date

Certification:

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

[Signature of staff member and authorized representative of the consultant]

Date: _____
[Day/Month/Year]

Full name of staff member: _____

Full name of authorized representative: _____

Stamp of the Training provider: _____

3I. Time schedule for professional personnel

			Months (in the Form of a Bar Chart)				
Name	Position	Responsibility	Falgun	Chaitra	Baisakh	Jestha	Number of Months
							Subtotal (1)
							Subtotal (2)
							Subtotal (3)
							Subtotal (4)

Fulltime: _____

Reports Due: _____

Activities Duration: _____

Part time: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

Contact No.: _____

3J. Activity (Work) Plan

Activity	Months				
	Falgun	Chaitra	Baisakh	Jestha	Remarks
Activity (Work)					

Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form
- 4B. Summary of costs
- 4C. Detailed Breakdown of Cost
- 4D. Instructions for Cost Calculations

4A. Financial Proposal Submission Letter

Date:

The Director
Gandaki Province Office
Council for Technical Education and Vocational Training
Pokhara, Kaski

Subject: Submission of the Financial Proposal

Dear Sir/Madam;

We, the undersigned, offer to provide the **Consulting Service** for conducting short term training courses of L-1, (As per CTEVT Curriculum). on in accordance with your request for proposal dated ----
---/-----/2079 and our proposal. Our attached Financial Proposal is for the sum of NRs..-----
----- (Amount in words-----
-----).

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., -----/-----/ 2079.

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of the Training provider:

Address:

Stamp of the Training provider:

4B. Summary of Costs

Costs	Amount(s)	Amount in Figure
Sub-total		
Total without VAT		
Value Added Tax (VAT)		
Total Amount of Financial Proposal		

4C. Detailed Breakdown of Cost

Financial Proposal for Training Courses

Name of TP:

Address:

Occupation:

Training Duration: as per CTEVT curricula.

Important Note:

- Proposed number of participants =
- Ceiling (Upper limit) of direct cost for training per participants = Nrs. 12925.00
- Tiffin @ Rs 50/Participant/day
- Other Expenditure as per Short Term Training “Karyabidhi 2077” (Third Amendment 2079)

S.N.	Cost Items	Cost (Rs) (Excluding VAT)	In Words
A	Direct Cost		
A.1	Trainer’s Remuneration		
A.2	Training Management (Logistic and administrative cost)		
A.3	Training Materials, Tools and equipment cost		
A.4	Sub Total of direct cost for training (A.1 to A.3)		
A.5	VAT @13% of A.4		
A.6	Total of direct cost for training		
A.7	Cost per participants (A.6÷ no of trainees proposed)		
B	Reimbursable cost		
B.1	Tiffin expense @ Rs. 50/participant/day (65 days)	65,000.00	
B.2	Training Skill Test per Event	-	
B.3	Supervision and Monitoring per Event	-	
B.4	Sub Total of reimbursable cost for training (B.1 to B.3)	65,000.00	
	Grand Total (A.6+B.4)		

Authorized Signature:

Date:

Office Stamp

4D *Instructions for Cost Calculations*

A. Direct cost

A.1. Trainers Remuneration: The trainers will be full time employees of the training provider. The salary and other benefits should be calculated into months as per the work plan and personnel schedule. The salary and other benefits for the team leader is not directly calculated in the financial proposal that should be managed by the training provider.

A.2 Training Management (Stationary, Notice, Inauguration, Closing, Safety tools and other): This includes the cost of outreach and social marketing activities to be conducted by the TPs in order to select the target participants and managing health and safety measures. This also includes the cost incurred during inauguration-closing and the participants' selection process.

A.3. Training materials, Tools and equipment cost: This cost includes the rental and depreciation of the tools and equipment used during the training programs and the cost of daily consumable materials to be used for the practical as well as theory classes throughout the training.

B. Reimbursable Cost

B.1 Tiffin expense: The Tiffin expenses will be provided by the TPs to the individual trainees at the rate of NRs.50/day (up to 65 days only) at the end of every month in presence of the CTEVT GANDAKI PROVINCE staff and as per the receipt, it will be reimbursed by the project as per the voucher.

B.2 Skill Test Fee: Training providers will submit the record of the trainees appearing the skill test of level-1 through filling up the skill test forms and NSTB database. Skill test fee will be paid by the province office and will be deducted in the payment of TPs.

B.3. Monitoring of the programs will be conducted by the province office in joint collaboration with Ministry of Social Development.

Section 5: Terms of Reference

Terms of Reference (TOR) for Conducting Short Term Training Courses

1. Background

CTEVT GANDAKI PROVINCE is established under a bylaw of the Government of Nepal with the same Vision, Mission & Goal of CTEVT Central office within authorized limitation. The main goal to conduct these trainings **is to assist Nepalese workers particularly from disadvantaged groups to benefit from continuous employment and an improved standard of living.** CTEVT GANDAKI PROVINCE works & Co-ordinates with partner companies, industry associations, training providers (TPs), National Skill Testing Board (NSTB) and Local Stakeholders diligently with aims of enhancing the living standard and employability of workers through skills development training. The Council GANDAKI PROVINCE offers different types of Short-term trainings i.e. NSTB standards Level 1. The primary target groups are the Nepali youth especially from the Disadvantaged Group.

The Council GANDAKI PROVINCE plans to provide short courses of Level-1 to 900 youth (maximum 75% to private TVET providers). This TOR is prepared for procuring the services from the training providers to provide short term training courses of 390 hours. In this regard, competent training providers having adequate facilities for managing training are requested to **submit their proposals in the related occupation not more than five events (20 trainees/event) including 2 different occupations within 3 different districts** (अधिकतम ५ ओटा तालिम संख्या, २ बटा विषय/पेशा र ३ बटा जिल्ला) can be chosen from given list of section 5, clause 3.1. The occupational sectors include Engineering, Agriculture, Health, Hospitality, Handicrafts and Miscellaneous.

2. Objectives of the Assignment

The main objective of the assignment is to deliver quality skill training for the targeted beneficiaries following the CTEVT curricula; managing their skill testing and placing them for sustainable and rewarding employment in the trained occupations. Other objectives are to:

- Ensure that the targeted beneficiaries have participated in training
- Ensure the quality of training as per the developed quality indicators/criteria this includes quality delivery by the instructors, coaching by the supervisors/mentors in the industries
- Confirm that trainees receive adequate practical experiences as per the curricula and agreed criteria.
- Confirm that theory and practical sessions are well balanced during the classroom-based instruction following the defined criteria by CTEVT (20% theory and 80% practical)
- Ensure the maximum participation (pass rate is minimum target 90%) of trainees in the skill testing.
- Ensure that graduates are facilitated to be employed in the competitive job market

3. Scope of Work

In line with the above stated objectives, the TPs will be responsible to provide skills training in close coordination with concerned association/local chambers and with CTEVT GANDAKI PROVINCE. The TPs will also facilitate and assist training graduates for getting into the employment in the related occupations. Followings are the scope of work:

3.1 Occupations:

Based on the Training Need Assessment (TNA) conducted by Council GANDAKI PROVINCE and consultation with stakeholders through the workshops and interviews and pack consultation following occupations were selected as most needed and marketable. The table below shows the most needed occupation in Gandaki Province of trainees under this assignment.

Sector	Program	Districts									Total event
	Subject/Occupation	Gorkha	Lamjung	Tanhun	Syangja	Kaski	Baglung	Parbat	Myagdi	Nawalpur	
Agriculture (Plant & Animal)	Off Season Vegetable Producer	0	0	0	0	1	1	1	0	1	4
	Total 4 Events 80 Persons	0	0	0	0	1	1	1	0	1	4
Hospitality	Barista	0	0	1	1	1	1	0	1	1	6
	Waiter/Waitress	0	0	0	0	1	0	0	0	0	1
	Total 7 Events 140 Persons	0	0	1	1	2	1	0	1	1	7
Engineering	Assistant Plumber	1	0	0	1	1	0	0	0	1	4
	Tile & Marble Fitter	0	0	0	0	1	0	0	0	0	1
	Building Electrician	0	0	1	1	1	0	0	0	1	4
	Industrial Electrician	0	0	0	0	1	0	0	0	1	2
	Total 11 Events 220 Persons	1	0	1	2	4	0	0	0	3	11
Health/ Professional Service	Assistant Beautician	0	0	0	0	1	0	0	0	1	2
	Total 2 Events 40 Persons	0	0	0	0	1	0	0	0	1	2
Handicrafts	हाते कडाई	0	0	1	0	0	0	0	0	0	1
	Total 1 Event 20 Persons	0	0	1	0	0	0	0	0	0	1
Miscellaneous	Assistant Tailor	1	1	1	1	1	1	1	1	1	9
	Security Guard	0	1	0	0	1	1	1	1	0	5
	Assistant Barber	1	1	0	1	1	1	0	0	1	6
	Total 20 Events 400 Persons	2	3	1	2	3	3	2	2	2	20
Grand Total 45 events 900 persons		3	3	4	5	11	5	3	3	8	45

3.2 Geographical coverage: In this year, the following geographical areas will be covered and the training services for this assignment will be delivered in major urban and semi-urban centers of 9 districts of Gandaki Province as per datasheet. If any of proposed occupation became difficult to conduct at allocated regions due to technical or other reason, the Training venue (district) and occupation can be changed before MOU through negotiation & approval of Council GANDAKI PROVINCE.

3.3 Selection of participants: The TPs will follow the “Training Implementation Guidelines 2077, Third Amendment 2079” for participants’ selection. The guideline can be downloaded from CTEVT Central Official & GPO Official website. (www.ctevtgandaki.org.np and www.ctevt.org.np).

3.4 Duration of the assignment: Duration of this assignment will be of 3.5 months after signing the contract. TP will submit detailed work plan along with human resource plan with proposed/identified venue in RFP.

3.5 Quality of instructions: The TPs are required to manage well-qualified and highly experienced instructor/s to conduct classroom instruction & workshop/Agricultural field/practical labs, which includes skill demonstration, illustrated talk, guided practice, independent practice. They also required managing modern training facilities as far as practicable.

3.6 Career counselling and business skills session: The TPs will facilitate the training sessions on career counselling as per the “Career Counselling Guidelines” provided by the project. The TP will facilitate and coordinate with CTEVT GANDAKI PROVINCE to conduct business skills sessions at appropriate time during the training period.

3.7 Assessment of trainees’ performance and record keeping: The TPs are responsible for keeping the records of all training related activities including daily/weekly performance evaluation of the trainees.

3.8 Facilitation for Skills testing: The TPs are responsible to facilitate skill testing of all the trainees ensuring at least 90% trainees succeed in the skill test administered by the NSTB.

3.9 Job placement: The TPs are responsible to assist the graduates through adequate post training supports ensuring employment in the related occupations.

4. Required competency of the bidder

The training providers are required to have followed minimum physical facilities and human resources to carry out the services.

4.1 Physical facilities requirements: The training provider must have the adequate physical facilities, which includes well-equipped classrooms, practical lab, trainer’s preparation rooms, rest rooms, library, extracurricular facilities and adequate tools, equipment’s and training materials. The facilities and materials will be as per the curriculum, which is subject to verification during the selection process.

4.2 Team composition and their qualifications: There must be 20:2 Instructors to conduct classroom-based trainings in the training venue as well as including one training manager for overall management. Followings are the core competencies of the team.

4.2.1 Title/number: Office Chief

Qualifications and experiences: Minimum qualification Diploma. Minimum 5 years of working experience in co-ordination, developing training plan, training implementation, training monitoring and evaluation, training data analysis etc. Experiences of OHS and HR planning in industrial sector of Nepal will be preferable.

Responsibilities:

- Overall management of the training program and training team co-ordination with CTEVT Gandaki Province office and other related stakeholders.
- Prepare training implementation plan and make sure the effective implementation.
- Conduct regular visit to training sites during the training period.

- Submit training reports and other documents as per agreement.
- Develop strategy, approach and methodology ensures effective monitoring of the training program.
- Collaborate with strategic partners to facilitate job placement for the training graduates.
- Co-ordinate and plan of skill testing.
- Maintain records of necessary training related documents that include the roster of the potential employers too.
- Supervise monitoring and evaluating program.
- Ensure the quality of the training.
- Develop success story, lesson learned and implement corrective measures etc.
- Co-ordinate with province office for all training related activities.

4.2.2. Title/number: Instructors

Total time input: 3 months (2 instructors per 20 trainees)

Qualifications and experiences for Level-1: Minimum qualification of instructor is Pre-diploma or Skill Test Level-2 passed or equivalent in related occupation & for sub instructors is minimum Skill Test Level-1 passed (in case of unavailability in the market) in same occupation. Minimum 3 years of work experience in training or in related work and received TOT or instructional skills training from the recognized institute.

Responsibilities:

- Develop daily lesson plan, deliver training session according to the set guidelines and criteria.
- Conduct theory and practical classes according to the curricula.
- Use learner countered teaching methodologies for effective training delivery.
- Assess continuously the performance of the trainees and maintain the records.
- Assist training manager in planning and managing training program.
- Arrange site visit study visits and exposures etc.
- Supervise trainee's performance and provide necessary feedback for their improvement.
- Orient trainees for NSTB skill test procedure.
- Manage / maintain trainer's log book, trainee's attendance and other training related documents.
- Arrange/manage extra coaching for needy trainees (if necessary).

Section 5: Eligibility Criteria for Bidder

To be eligible for submitting RFP, the training provider must meet the following criteria

S.N.	Eligibility Criteria	Compliance	Remark
1.	Self-Declaration made in writing by the training provider's that it is not disqualified for taking part in the procurement proceedings. That it has no conflict of interest in the proposed procurement and that it has not been punished for on offence relating to concerned profession or business.	Yes / No	Pass / Fail
2.	Copy of renewed (Adhyawadhik 2078/079) organization or company registration certificate duly certified from notary public.	Yes / No	Pass / Fail
3.	Copy of VAT registration certificate duly certified from notary public.	Yes / No	Pass / Fail
4.	Copy of tax clearance and audit report for the last two fiscal years duly certified from notary public.	Yes /No	Pass / Fail
5.	Copy of Renewed (2079/80) CTEVT affiliation certificate to conduct training on proposed occupations.	Yes / No	Pass / Fail
6	At least 3 years of standing of the firms	Yes / No	Pass / Fail
7	At least Nrs. 10, 00,000.00 (Ten Lakhs Rupees only) annual turnovers in last 2 fiscal years and have to submit related experience of the similar subject of the training.	Yes / No	Pass / Fail
8	At least Skill Test (Level 1) of 80 participants conducted /completed by the firm which should be approved by NSTB	Yes / No	Pass / Fail

5. Reporting Requirements and Time Schedule for Deliverables

- a. Inception Report within 7 days after signing the contract.
- b. Training commencement Report: Within 10 days of training start including the entry of the Trainees in TVET Management Information System (TVETMIS) (Event wise)
- c. Mid-Term Training Report: After 40 days of the training start (Event wise).
- d. Training Completion Report: within 1 week of the completion of the training up to skill testing (event wise)
- e. Project Completion Report: within 1 week after completion of assignment.

6. Criteria for Technical Proposal Assessment

Evaluation of technical/financial proposal/s will be based on the following criteria. The proposal/s shall be evaluated under seven categories with scores as shown in the table below making a total score of 100 points. The minimum score for proposal/s to be accepted is 60. The proposal/s, which meets minimum acceptable score, will be ranked based on scores obtained. Then contract negotiation will be started with the top ranked training providers. If negotiation is failed or proposed numbers of trainees are not covered, then second ranked service providers will be called for negotiation and so on.

S.N.	Criteria
1	Conformity with Technical proposal including, organizational structure, Methodological description to implement the program
2	Contribution by the Training Providers
3	Quality of Implementation Plan <i>Proposed infrastructure facilities (subject to field verification)</i> <i>Tools, equipment and Training Materials (subject to field verification)</i>
4	Quality of Technical Staff <i>Office Chief</i> <i>Instructor</i>
5	Creativity of Document
6	Working Experience in Other TVET Programs
7	Training related Strength

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

Consultants' Services

Time-Based / Lump sum
Small Assignments

Title of Consulting Services: *Implementation of training courses*

Office Name: *Council for Technical Education and Vocational Training
Gandaki Province Office*

Office Address: *Pokhara-05, Kaski*

Funding Agency: GON

Table of Contents

I.	Form of Contract.....	40
II.	General Condition of Contract.....	42
III.	Special condition of Contract.....	57
IV.	Appendices.....	62

Contract for Consultant Services

For

[Short term Training Courses]

Between

Council for Technical Education and Vocational Training

Gandaki Province Office

Pokhara, Kaski

And

.....

Dated: _____

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[Council for Technical Education and Vocational Training (CTEVT) GANDAKI PROVINCE]* hereinafter called the “Client”) and, on the other hand, *[name of consultants]* (hereinafter called the “Consultants”).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received grant from the GoN (hereinafter called the “Donor”) towards the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood (i) that payments by the Donor will be made only at the request of the Client and upon approval by the Donor, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the grant, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the grant or have any claim to the grant proceeds;

NOW THEREFORE the parties here to hereby agree as follow:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Terms of Reference

Appendix B: Technical Proposal

Appendix C: Negotiated Financial Proposal

Appendix D: Reporting Requirements and Deliverables

Appendix E: Minutes of Negotiations Meetings

Appendix F: Form of Guarantee for Advance Payments Appendix

G: Code of Conduct

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

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

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

ii. II.

For and on behalf of *CTEVT GANDAKI PROVINCE*

Signature

.....

Pramod Bhakta Acharya

Director

Signature

.....

Name:

Designation:

(witness)

For and on behalf of (TPs).

Signature

.....

Name:

Chairperson/*Authorized Representative*

Signature

.....

Name:

Designation:

(Witness)

[Authorized Representatives]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

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

- a. “Applicable law” means the laws and any other instruments having the force of law in Nepal, as they may be issued and in force from time to time;
- b. “Government” means Government of Nepal.
- c. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- e. GCC” means these General Conditions of Contract;
- f. “Donor” means the organization offering loan, credit or grant to GoN
- g. “Local Currency” means the currency of the Government;
- h. “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- i. “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- j. “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside Nepal; “Local Personnel” means such persons who at the time of being so hired had their domicile inside Nepal; and “Key Personnel” means the Personnel referred to in Clause GCC 4.2(a);
- k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- l. “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- m. “Sub-consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;
- n. “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

ii.

II.

1.2 Relation between two parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub consultants, if any, performing the Services and shall be full responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

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

1.4 Language

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.

1.5 Headings

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

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

1.6.2 Notice will be deemed to be effective as specified in the SCC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.

1.7 Location

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

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising the entire Consultants' rights and obligations towards the Client under this Contract including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

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 Consultants may be taken or executed by the officials specified in the SCC.

1.10 Taxes and Duties

Unless otherwise specified in the SCC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencement, Completion, Modification and Termination of Contract

ii.	II.	General Conditions of Contract
2.1 Effectiveness of Contract		This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
2.2 Termination of Contract for Failure to Become Effective		If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than Fifteen (15) 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.
2.3 Commencement of Services		The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.
2.4 Expiration of Contract		Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
2.5 Variation		Variation of the terms and conditions of this Contract, including any 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 variation made by the other Party.
2.6 Force Majeure		
2.6.1 Definitions		<p>a. For the purposes of this Contract, For the purposes of this Contract, “Force Majeure” means an event, which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other industrial action is within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>b. Force Majeure shall not include</p> <p>(i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-consultants or agents or employees, nor</p> <p>(ii) any event which a diligent Party could reasonably have been expected to both (A) consider at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.</p> <p>c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>

2.6.2 No Breach of Contract

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

2.6.3 Measures to Taken

- a. A Party affected by an event of Force Majeure shall take all ~~be~~ reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time (EOT)

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 or Client's failure to provide facilities in time as per the contract.

The Consultant shall apply 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.

2.6.5 Consultation

Not later than fifteen (15) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding seven (7) days after receipt by the Consultants of such notice of suspension.

2.8 Termination

2.8.1 By the Client

The Client may, by not less than seven (7) days' written notice of termination to the Consultants. (Except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than fifteen (15) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GCC 2.8.1, terminate this Contract:

- a. If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within Seven (7) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing subsequently approved in writing.
- b. If the Consultants become (or, if the Consultants consist of more than one entity, if any of their 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;
if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;
- c. if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- d. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

2.8.2 By the Consultants

The Consultants may, by not less than seven (7) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.8.2, terminate this Contract:

- a. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant

to Clause GCC 8 hereof within Thirty (30) days after receiving written notice from the Consultants that such payment is overdue;

- b. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within Thirty (30) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Fifteen (15) days; or
- d. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

2.8.5 Payment Upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or GCC 2.9.2 hereof, the Client shall make the following payments to the Consultants:

- a. remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- c. except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.8.6 Disputes about the Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.8.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within Fifteen (15) days after receipt of notice of termination from the other Party, shall settle the dispute

pursuant to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

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

3.1.3 Application of Procurement Law

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants 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 always exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2 Conflict of Interest

3.2.1 Consultants Not to Benefit from Commissions

The remuneration of the Consultants pursuant to Clause GCC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultants shall not accept for their own, Discounts, benefit any trade commission, discount or similar payment in etc. Connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub- consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

ii.

II.

3.2.2 Consultants and Affiliates Not to Engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, 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.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term of 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.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (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's, as shall be 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.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic account and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such for and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and, where applicable.

3.7 Consultants Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
- b. any other action that may be specified in the SCC.

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix D hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the

Client, and the Consultants 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 Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.10 Equipment and Materials Furnished by Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants 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 Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, 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.

4. Consultant's Personnel and Sub-consultant

4.1 General

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

4.2 Description of Personnel

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix B. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- b. If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data.

4.4 Removal and/or Replacement of Personnel

- a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. Obligations of the Client

5.1 Access to Site

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all sites in Nepal with respect of which access is required for the performance of the Services.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants 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 6.1(b).

5.3 Services, Facilities and Property of Client

The Client shall make available to the Consultants and the Personnel,

for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix A and B at the times and in the manner specified in said Appendix A and B, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on

- (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services,
- (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and
- (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.

5.4 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.

6. Payments to the Consultants

6.1 Cost Estimates: Ceiling Amount

- a. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- b. Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- c. Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- a. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.
- b. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3.

6.3 Currency of Payment

All payments to the Consultant for the performance of the services shall be made in the currency of the GoN.

6.4 Mode of Billing and Payment

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

- a. The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix C hereto or in such other form as the Client shall have approved in writing.
- b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task.

The invoice format shall be as agreed between the client and the consultants.

- c. The Client shall cause the payment of the Consultants' monthly statements less retention money 5% within *thirty (30)* days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- d. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory *forty-five (45)* calendar days after receipt of the final report and final statement by the Client unless the Client, within such *forty-five (45)* day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within *ninety (90) calendar days*

after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- e. All payments under this Contract shall be made to the account of the Consultant specified in the "**Chhoto Awadhiko Sipmulak Talim Sanchalan Karyavidhi-2077**" (Third Amendment 2079).

6.5 Retention

- a. The Client shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the works.
- b. One half of the retention shall be repaid by the Client to the consultant at the time of the payment of the Final Bill pursuant to GCC Clause 6.4 (d)
- c. The remainder of the retention shall be paid by the Client to the consultant within 15 days after submission of an evidence document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

6.6 Liquidated Damages

The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion service 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.

7. Fairness and Good Faith

7.1 Good Faith

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.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

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.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within fifteen (15) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator by either Party within 7 days after the amicable settlement period of 15 days.

8.3 Appointment of the Adjudicator

- a. The Adjudicator shall be appointed jointly by the Client and the Consultant within 15 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 7 days of receipt of such request.
- b. Should the Adjudicator resign or die or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 15 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 7 days of receipt of such request.

8.4 Procedures for Disputes

- a. If a dispute is referred to the Adjudicator pursuant to GCC Clause 8,2 then the Adjudicator shall give a decision in writing within 15 days of receipt of a reference of the dispute.
- b. The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Consultant, whatever decision is reached by the Adjudicator.
Either party may refer a decision of the Adjudicator to an Arbitrator within 15 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 15 days, the Adjudicator's decision will be final and binding.
- c. In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by Nepal Council of Arbitration

9. Remedies for Breach of Contract

Without prejudice to any other right of the Client under this Contract, the remedies available to the Client in the event of breach of the Contract by the Consultant are as follows:

- a. rejection of defective performance,
- b. prompt replacement and correction of defective services,
- c. application of liquidated damages for delay as per the provision of the Contract,
- d. termination of the contract and correction of the services, not performed as per the requirement of the contract, at the expense of the consultant,
- e. recovery for consequential damages;
- f. such other remedies as may be available pursuant to the contract or to applicable law.

10. Conduct of Consultants

10.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.

10.2 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 participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceeding
- f. 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.
- g. 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.

11. Blacklisting Consultant

11.1 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 without prejudice to any other rights of the Client under rights under this Contract:

- a. if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
- b. if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- 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 bidder from participating in the contract.

11.2 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 bid for a contract during the period of time determined by the PPMO and or the concerned donor agency

III. Special Conditions of Contract

1 Amendments Of, And Supplements To, Clauses in The General Conditions of Contract

1.1 The addresses are:

Client:

Address: Council for technical Education and Vocational Training,
Gandaki Province Office

Malepatan, Pokhara, Kaski

Attention:, Director

Tel.: 061-532271

Consultants:

Address:

Attention:

Tel.:

Fax:

E-mail:

- 1.2 (a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of fax, 24 hours following confirmed transmission;

The Authorized Representatives are:

1.3 The Authorized Representatives are:

For the Client:, Director, CTEVT GANDAKI PROVINCE OFFICE

For the Consultants:

The time period shall be 30 days.

1.5 The time period shall be 7 days

1.6 The time period shall be 15 days

1.7 For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

2.0 Limitation of the Consultants' Liability towards the Client

- 2.1 (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to

damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

- 2.2
- a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nepal by the Consultants or their Personnel or any Sub consultants or their Personnel, with a minimum coverage of NRs 5,00,000.00
 - b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and "The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client."

- 2.3
- For Services rendered pursuant to Appendix A, B and D, the Client shall pay the Service Provider an amount not to exceed **Amount in NRs3,23,500] (In Words: Three Lakh Twenty Three Thousand Five hundred only)]**pursuant to Appendix B" Financial proposal, "Negotiated" which has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider.

- 2.4
- The following provisions shall apply to the advance payment and the advance guarantee:
- 1. An advance payment of 20% of the total amount of direct cost shall be made within 15 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against each statement until the advance payment has been fully set off.
 - 2. The bank guarantee shall be required for the mobilization or the advance payment.
 - 3. Payment Schedule: Payments shall be made upon the Client's receipt of invoices defining the number of beneficiaries served times the agreed per day per beneficiary cost (Amount) of Appendix C and less. The following Schedule will be followed for the payment;
 - 4. Mobilization cost - 20 %: After signing of contract and upon submission of inception report & appropriate (Commercial) bank guarantee
 - 5. First Instalment- 60%: of total agreed amount after 40 days training based upon submission of progress report as per appendices 3 and 10 along with the commitment of skill testing.
 - 6. Final Payment – 20 %: The final payment will include total of 20% of agreed amounts, upon submission of final report including documents of skill testing.

Note:

- i. TP's should maintain separate account of all the expenses during training.
- ii. In case of the service provider's request on extension of time period to submit the project completion report, the project can extend time up to one month.

However, the service provider is responsible to manage the cost of skill testing in second time.

iii. If the service provider is unable to complete the agreed number within the given time frame, written information with justification should be given to the project.

The account is: (Insert Consultant's Account Number)

Retention: 5 % of the invoice amount

Liquidated Damages: at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stated in the Agreement

IV. Appendices

Appendix A—Terms of Reference

Appendix B—Technical Proposal

Appendix C— Negotiated Financial proposal

Appendix D: Reporting Requirements and Time Schedule for Deliverables

- a. Inception Report within 7 days after signing the contract.
- b. Training commencement Report: Within 10 days of training start (Event wise)
- c. Mid-Term Training Report: After 40 days of the training start (Event wise).
- d. Training Completion Report: within 1 week of the completion of the training up to skill testing (event wise)
- e. Project Completion Report: within 1 week after completion of assignment

Appendix E —Minutes of negotiation meetings

Appendix F—Form of Bank Guarantee for Advance Payments

TO: *[Name and Address of Client]*
 [Name of Contract for Consultants' Services]

Gentlemen:

In accordance with the provisions of Clauses GCC 6.4(a) and SCC 2.4 of the above-mentioned Contract (hereinafter called “the Contract”), *[name and address of Consultants]* (hereinafter called “the Consultants”) shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.¹

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The validity period of the guarantee shall be 30 beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the *[name of Client]* receives full repayment of the same amount from the Consultant.

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

¹

An amount is to be inserted by the bank or financial institution as specified in Clause GC 6.4(a) & SC 2.4.

APPENDIX G: Code of Conduct

Code of Conduct

This Code of Conduct guides the behavior expected from the Training Providers and CTEVT GANDAKI PROVINCE hereafter, for effective working relation amongst themselves in order to attain the Project outputs and outcomes in the highest possible standard.

It is expected that by following this Code of Conduct, all parties (the Training Provider & GANDAKI PROVINCE) are applying and communicating a coherent and a transparent set of values and rules of doing business aimed at ensuring efficiency and effectiveness of the development fund channeled through the Project, maintaining impartiality and transparency in service provisions and procurement, and enhancing their outreach for the maximum benefit of the disadvantaged youths. All parties agree to follow this code of conduct. It does not reiterate norms and regulations already laid down by the Nepalese legislation.

This Code of Conduct forms an integral part of the contract between the Council GANDAKI PROVINCE and its partner training providers and is binding for all staff involved in implementing the activities of the project. It is, therefore, the task of the management of each training provider to ensure that their staffs are aware of this code of conduct and that they adhere to it throughout service delivery. As the work of a development agency and its associated organizations are a matter of public interest, it is important that this Code of Conduct be followed by their staff when conducting themselves in the public—whether at work or off work.

General values and rules of conducting Training

The Council GANDAKI PROVINCE, partner Training Providers agree to:

- Conduct quality training and employment services under this assignment.
- Put the advancement and empowerment of the disadvantaged youth as the highest priority by ensuring high efficiency, effectiveness and maximum use of the available funds.
- Share the joint responsibility for advancing the Project and its development objectives by stimulating and supporting each other.
- Ensure the visibility of the Project and its funding agencies in the public during service procurement and delivery.
- Carry out communication based on facts or provide reference of the designated person in the Project for the respective information.
- Treat each other as equal development partners instead of dependent recipients and funding provider
- Stimulate a cooperative and a transparent spirit of collaboration between the staff of the Training Provider and the council GANDAKI PROVINCE based on mutual respect for the work of each staff member
- Build up a relationship of trust and transparency while maintaining confidentiality of classified information
- Refrain from influencing trainees or graduates during any stage of service delivery and during employment
- Openly and timely discuss with each other shortcomings and challenges in order to find mutual solutions for attainment of set project outputs and outcomes
- Ensure the transparency of the financial transactions and administration of the Project funds
- Strive for the highest levels of public accountability
- Be a role model for inclusiveness and strive for workforce diversity with appropriate representation of gender and discriminated groups
- Settle business disputes through mutual consultations in an amicable and lawful manner.
- Adhere to the principles outlined in the Basic Operating Guidelines (BOGs).

- Establish a good network with the government agencies, chambers and associations and development partners to bring synergy for imparting skills and managing sustainable and rewarding employment.

Specific Code of Conduct for CTEVT GANDAKI PROVINCE

CTEVT GANDAKI PROVINCE will abide by the following in its collaboration with partner Training Providers:

- Assist to the Training Providers and in implementing quality training, share information consistently with all, and treat each equally and without bias.
- Consider the Training Provider's performance, commitment and results during the procurement of services.
- Exercise good judgement in the case where more than one Training Provider must be contracted out for training services in the same occupation.
- Build the capacity of the Training Providers through training and individual coaching for efficient and result-oriented service delivery.
- Communicate any changes in the policies for service procurement and ensure that they are implemented in timely and transparent manner
- Monitor the training providers in the field and as per the mandate set in the training implementation guidelines and provide guidance and timely feedback as per appropriate for attainment of project outputs and outcomes.
- Guarantee timely payment of claims in compliance with the contractual terms and conditions as agreed between the Training Provider and the council GANDAKI PROVINCE.
- Maintain the confidentiality of the Training Providers competing in a RFP with due respect to their corporate rights

Specific Code of Conduct for the Training Providers

The Training Providers and their consortium industries will abide by the following in its collaboration with the Project:

- Maintain the highest standards of service delivery at fair and competitive prices.
- Ensure a transparent and unbiased announcement and selection of trainees by applying the pre-defined selection criteria of CTEVT GANDAKI PROVINCE.
- Manage and apply appropriate safety measures during training and will ensure access to enough and appropriate training materials, tools and equipment during theoretical and practical sessions and as mandated by the training curriculum.
- Make provision for worker coaches (experienced worker) and support with their capacity building for training and supervision to the trainees.
- Assess one's own capacity and competence realistically with respect to that of other training providers and be open to learn from them.
- Coordinate with other training providers operating in the same district(s) and/ or training programs in similar trades in order to exchange experiences, strive for a win-win situation and avoid unhealthy competition.
- Establish a good network and communication with the government agencies, chambers and associations and development partners to bring synergy for imparting skills and managing sustainable and rewarding employment.
- Maintain high standard of training as envisioned in training implementation guideline of CTEVT GANDAKI PROVINCE for envisioned outcome.
- Maintain expense records separately on GoN format for Audit & monitoring purpose by CTEVT GANDAKI PROVINCE.

Final provision

This Code of Conduct is guided by the current situation and needs for effective program implementation. It will be updated jointly with the Training Providers as per the need in the future.