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Standard Request for Proposals

Selection of Consultants/Firms/Companies

Madhesh Province Government
Ministry of Sports and Social Welfare
Vocational and Skills Development Training Centre,
Janakpur Dhanusha Janakpurdham

18 Phalgun 2080

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: FY 080/081-01 VSDTC JANAKPUR

Selection of Consulting Services for:
Short-term Vocational Training Implementation

Project: Short term Training Implementations
Office Name: Vocational and Skills Development Training Centre
Janakpurdham
Office Address: Janakpurdham Dhanusha, Madhesh Province
Phone no 041522637/9844053939/9854080637

Financing Agency: government of Madhesh Province



PART I

Section 1. Letter of Invitation

To,
Mr./Ms.
(All Shortlisted Technical training Providers) Company,
[Insert: Name and Address of Consultant].

1. Government of Madhesh pradesh has allocated fund toward the cost of **Vocational and Skill Development Training Centre Janakpur Dhanusha** and intends to apply a portion of this budget to eligible payments under this Contract for which this Request for Proposals is issued and upon approval by the Province Government, and will be subject, in all respects, to the terms and conditions of the [budget agreement].
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Short term Vocational **Training Implementation** assignment **Short-term Training** &. More details on the Services are provided in the Terms of Reference.
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants: **[Insert the list of shortlisted Consultants]**. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. To ensure eligibility, specify country of incorporation for each of the Shortlisted Consultants, JV partners and Sub-consultants]
4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under [QCBS] and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Eligible Countries
 - Section 6 - GoN/DP's Policy - Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
7. RFP should be submit the date of 2080/12/18 during office hour.
8. Please carefully note down the following procedures and documents as these are mandatory for evaluation of Technical Proposal;

- The short-listed consultant shall collect the technical proposal document from the VSDTC Janakpur Dhanusha and submit a printed copy duly stamped, signed and sealed. "Technical Proposal" should be clearly written in the envelope. Technical Proposal is required to make separate for each trade, should have filled up information in the concerned sections of the Technical Proposal where demanded by the format
- The financial proposal should be sealed separately for each trade. Then each financial & Technical proposals should again be sealed in a single envelope mentioning "Technical & Financial Proposal" for Each Trade. (The financial proposal (s) of the unsuccessful consultant in technical evaluation shall be returned unopened upon the request from the concerned consultant).
- The client shall not be binding for any discrepancy in the submitted bids by a company from the uploaded version of the RFP document
- Any unclear points in regard to this procurement procedure shall be asked in vsdte office before the dated 2080/12/13 during office hour.
- All copies of evidencing documents should have notary certification.
- The consultants are requested to submit the documents in an appropriate order, duly compiled with a binding copy.
- The consultants will be informed per unit cost of each trade through VSDTC office.
- Similarly, each consultant shall be made aware of maximum number of trainees to be trained, permissible location and the occupation.
- GON procurement regulations shall prevail over any conflicting provisions in the RFP document

Yours sincerely,

Tulasi Ram Ghimire
Act. Centre Chief



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Section 2. Instructions to Consultants/Firms/ Companies and Data Sheet

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

A. General Provisions



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1. Definitions

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



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	<p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
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2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
b. Conflicting assignments	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
c. Conflicting relationships	<p>(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of the preparation of the Terms of</p>

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जनकपुरधाम, धनुषा, नेपाल

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	Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet . 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm /institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .



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b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for public employees	<p>6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>



B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English or Nepali language.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.



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 जनकपुरस्थान, मधुवा, नेपाल

	12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet



13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

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



<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.</p>
<p>a. Price Adjustment</p>	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
<p>b. Taxes</p>	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.</p>
<p>c. Currency of Proposal</p>	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet or indicated in the Data Sheet, the</p>

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	portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.



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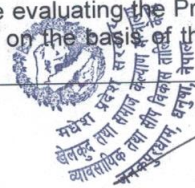
C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in vsdtd during office hour of Last submission date.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected and promptly returned unopened.



<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>



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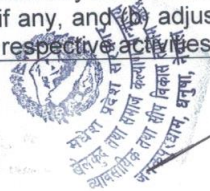
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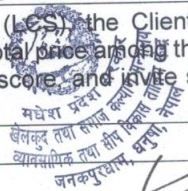
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>



<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national short listing and 15 days for international short listing for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <p>(a) Name and address ,</p> <p>(b) Proposed service charge,</p> <p>(c) Discount offered, if any;</p> <p>(d) Description of the discrepancies, if any, between figure and words,</p> <p>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</p> <p>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>24. Correction of Errors</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>a. Time-Based Contracts</p>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (c) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical</p>



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


 मधेश प्रदेश
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 जनकपुर जिल्ला, धनुषा, नेपाल

<p>28. Negotiations</p>	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
<p>a. Availability of Key Experts</p>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>b. Technical negotiations</p>	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial negotiations</p>	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p>



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

28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.



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<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>

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31. Request for Information/ Complaints

31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.

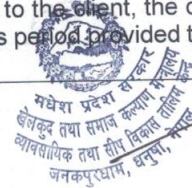
In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.

31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.

31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.

31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.

31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.



32. Conduct of Consultants

- 32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.
- 32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:
- a. give or propose improper inducement directly or indirectly,
 - b. distortion or misrepresentation of facts
 - c. engaging or being involved in corrupt or fraudulent practice
 - d. interference in
 - e. participation of other prospective bidders.
 - f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
 - h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

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E. Data Sheet

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

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is:N/A.....
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client: Vocational and Skills Development Training Centre Janakpur Method of selection: QCBS
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> [Notes to Client: Client shall request Financial proposal submission at the same time for QCBS, FBS and LCS] The name of the assignment is: Vocational Training Implementation Short term Training [Notes to Client: indicate name of the assignment and contract package number, as specified in the Procurement Plan.]
2.3	A pre-proposal conference will be held: Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/> [If "Yes", fill in the following:]
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be: NA



6.3.1	A list of debarred firms and individuals is available at the following website www.ppmo.gov.np
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • Certificate of incorporation.
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes ___x___ or No _____</p> <p>[Notes to Client: Default provision is "Yes" that participation of local sub-consultants, international or national independent expert in more than one Proposal is permissible. Participation of experts who are regular employees of one of the lead firms in more than one proposal is not permissible, unless such firm declines to present the proposal]</p>
12.1	<p>Proposals must remain valid for 90 (<i>ninety</i>) calendar days after the proposal submission deadline.</p> <p>[Notes to Client: Duration of validity of the proposals shall be adequate to complete evaluation of the proposals, receive all necessary approval and negotiate the contract.]</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment</p> <p>Yes _____ or No ___x___</p> <p>[If yes, specify the part of the assignment that can be sub contracted :</p>



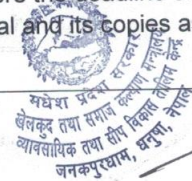
	<p>[Notes to Client: sub-contracting of the whole Services is not allowed.]</p>
13.1	<p>Clarifications may be requested no later than __[25] days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Mr. Bishownath Gupta 041522637 _____ Facsimile: X _____ E-mail: vsdtcdhanuhsa@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes _____ or No <u>x</u>_____, Or</p> <p>(b) other shortlisted Consultants: Yes _____ or No <u>x</u>____</p> <p>[Notes to Client: Default provision is for (a) "Yes" and (b) "No", e.g. Shortlisted consultants may <u>not</u> associate with other shortlisted consultants, but may associate with other non-shortlisted consultants. Any deviations from the default provisions would require PPMO's prior approval]</p>
14.1.2	<p>[If not used, state "Not applicable". [Note to Client: state "Not applicable", if specifying minimum inputs under 14.1.3, instead of estimated inputs]</p> <p>If used, insert the following:</p> <p>Estimated total cost of the assignment for the assignment:_(as per per unit cost provided by the client)</p> <p>[Notes to Client: [Indicate only either time input (in person-month) or total cost, but not both]</p>
14.1.3 for time- based contracts only	<p>[If not used, state "Not applicable". If used, insert the following:</p> <p>Minimum time-input of national Key Experts' is: Maximum three person-months per training as per training requirements.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]</p>

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14.1.4 and 27.2 use for Fixed Budget method	The total available budget for this Fixed-Budget assignment is: <u> N/A </u> (inclusive or exclusive of taxes). Proposals ¹ exceeding the total available budget will be rejected. [Notes to Client: If inclusive, indicate tax estimates separately.]
16.1	As per the contact made between the client and the consultant
16.2	A price adjustment provision applies to remuneration rates: Yes _____ or No <u> x </u> [Applies to all Time-Based contracts with a duration exceeding 12 months. [If "Yes", follow SCC 42.3]
16.3	[Insert the following: "Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np ."
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in Nepalese Rupees
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original for each Trade (b) Financial Proposal: one (1) original for each trade.
17.8	The Proposals must be received at the address below no later than: Date: 2080/12/18 Time: Office Hour The Proposal submission address is: Vocational and Skill development Training Centre Janakpurdham [Note to Client: Proposal submission on or before the deadline shall be recorded by the Client when the Client receives the Proposal and its copies as indicated in DS17.9.]

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



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19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes _____ or No _____x_____</p> <p>[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.]</p> <p>The opening shall take place at: [Vocational and Skill Development Training Centre Janakpurdham Date: 2080/12/19 Time: 11.00 AM Local time</p>						
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals :</p> <p>Confirmation that invitation to submit proposal was not transferred to another party. [State what additional information will be read out and recorded in the opening minutes]</p>						
21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Points</u></td> <td></td> </tr> <tr> <td style="text-align: center;">(i) Specific experience of the consultants (as a firm) related to the assignment</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td style="text-align: center;">(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td> <td style="text-align: right;">[40]</td> </tr> </table> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Qualifications and Experience of the key staff for the Assignment [35]</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts.</i></p> <p style="margin-left: 40px;">Main Trainer Assistant Trainer Training Co-coordinator Field Co-Ordinator</p> <p>(Main trainer & Assistant Trainer are required for each group(20 participants))</p> <p>The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria.</p> <p style="margin-left: 40px;">(i) General Qualifications (ii) Experience (iii) TOT</p> <p>The minimum technical score (St) required to qualify is 60 Points</p>	<u>Points</u>		(i) Specific experience of the consultants (as a firm) related to the assignment	[25]	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	[40]
<u>Points</u>							
(i) Specific experience of the consultants (as a firm) related to the assignment	[25]						
(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	[40]						

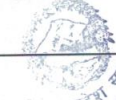


23.1	<p>An online option of the opening of the Financial Proposals is offered: Yes ____ or No ___x___.</p> <p>[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]</p>
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is [indicate local currency or fully convertible foreign currency] N/A _____</p> <p>[Note to Client: for ease of comparison, it is preferable to indicate in the currency of the budget]</p> <p>The official source of the selling (exchange) rate is: _____</p> <p>The date of the exchange rate is: _____</p> <p>[The date shall either be 30 days prior to the deadline for submission or the deadline for proposals submission.]</p>
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = _____ [80%], and P = _____ [20%]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
28.	<p>Expected date and address for contract negotiations: Date: Within two weeks of bid opening date Address: VSDTC OFFICE JANAKPUR DHANUSHA</p>
29	<p>Expected date for the commencement of the Services: Date: 1st week of Baisakh 2081 BS</p>



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A list of blacklisted firms is available at the PPMO's website
<http://www.ppmo.gov.np>



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Section 3. Technical Proposal – Standard Forms

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The Centre Chief
Vocational and Skills Development Training Centre
Janakpurdham.Madhesh province Nepal

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Short terms *Vocational Training Implementation* in accordance with your Request for Proposals dated ----- "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope"

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution

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व्यावसायिक तथा शैक्षिक विकास केंद्र
जनकपुरधाम, धनुषा जिला

of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

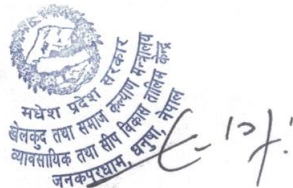
Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____



Form TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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


B - Consultant's Experience

1.1 List only previous similar assignments successfully completed in the last 5 years.

List only those assignments for which the Consultant was legally contracted by the Client as a company. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client in only particular Purposed Trade. (160 hrs to 390 hrs).

(Duly notary Experience Letter from client Should be attaché in Annex only in purposed Trade)

FY	Trade /Occupation	No. Of trainees graduated	Location	Client


 मधेश प्रदेश सरकार
 खेलकुद तथा सार्वजनिक कल्याण विभाग
 व्यवसायिक तथा शैक्षणिक विकास विभाग
 जनकपुरधाम, धनुषा, नेपाल

E-15/-

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Form TECH-3

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

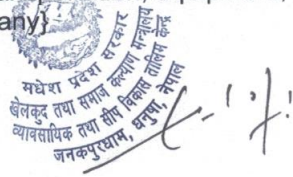
Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment,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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



 मध्य प्रदेश सरकार
 खेलकुद तथा समाज कल्याण मन्त्रालय
 व्यावसायिक तथा शीप विकास तालिम केंद्र
 जनकपुराहाम, इन्दूर, नोवा
 10/11

Form TECH-4

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

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

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing
- d) Transparent training Delivery Method.

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

Problem Statement: (a brief statement of problem with clear justifications why this particular occupation is needed, state the size of gap of demand and supply analysis)

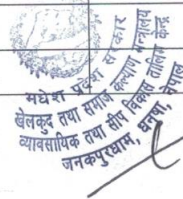
Market and Demand Analysis: (a clear picture of the demand of proposed occupation)

- b. Proposed Number of trainees in each trade/occupation

SN	Trade/Occupation	Number of trainees proposed
1		
2		

- c. Support Service Information Summary

SN	Support services	How Many (Number)	How (Procedure)
1	Credit facility		
2	Business Skills Training		
3	Linkage with Employers		
5	Follow up support		
6	Others (Specify)		



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 व्यावसायिक तथा सेवा विकास पोलिस केंद्र
 जनकपुरधाम, धनुषा, नेपाल
 137

d. Write a brief description that you are planning for sustainable employment of your graduates.

e. **Work Plan.**

Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

f. **Organization and Staffing.**

Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff. The same trainers cannot be proposed to the different occupations. Other project related staffs and trainees which is mandatory indicator of this assignment.



g. Human Strength with qualification and experience

(Expand the table as per the requirement of assignment. Highest Qualifications Certificate, Experience Certificate, TOT & Bio-data of each expert should be attached as per the provided format)

SN	Name	Position	Qualification	Experience	TOT	Occupation
1						
2						
3						
4						
5						
6						
7						
8						



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Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
D-1														
D-2														
n														

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



Form TECH-6

CURRICULUM VITAE (CV)



संघेता प्रदशा राकक
खेलकुद तथा समान करण मन्त्रालय
व्यावसायिक तथा सौम्य विकास तालिम केन्द्र
जनकपुरधाम, सप्तरी, नेपाल

[Handwritten Signature]

Name of Expert:	
Purposed Post:	
Date of Birth:	
Citizenship/Residence	

Academic Qualifications

S.N.	Name of Institute	Level	Division

Training

S.N	Name of Training	Institution Providing Training	Period

Employment record relevant to the assignment

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert's contact information: (e-mail):-

Mobile no :-

Certification:

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

(i) This CV correctly describes my qualification and experience

(ii) I am not a current employee of the GoN

(iii) I certify that I have been informed by the company that it is including my CV for this proposal. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

(iv) I declare that I am participating in this selection process only from this Company.

Name of Expert:-

Signature: -

Date: -

Name of Authorized Representative of the consultant :-

Signature:-

Date:-

Section 4. Financial Proposal - Standard Forms

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

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



FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

Form FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

To: The Centre Chief
Vocational & Skill Development Training Centre Janakpurdham Dhanusha Date:

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet.* {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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



[Handwritten signature]

Financial Proposal Form

Trade Occupation: ----- Purposed no:--
 Name of TTPs; ----- Purposed group:--
 Address: -----

Important Note:

1. One Training group: 20 participants
2. All other costs required for vocational training shall be included in the proposal

SN	Cost Items	Amount (Rs)	In words
A	Training Cost		
	Announcement and selection		
	Trainers (two)		
	Training materials and equipments		
	Facilities and service cost		
	Participants Launch @ 50 per participants		
B	Sub-total of the training cost		
D	VAT 13%		
	Training Cost for 1 group		
	Total training Cost for Purpose Group		

Per Participants Cost: --

Note: This financial form must be filled up trade wise separately on the basis of one event with 20 participants. The financial proposal must be within the limit of per unit cost as provided.

Note: - Each Trade shall be submitted separately in this pages format



Section 5. Eligible Countries

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

For GoN funded: *[select one option as appropriate]*

For the purpose of National shortlisting: **"Nepal"**; or



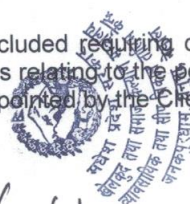
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Section 6. Corrupt and Fraudulent Practices

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

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

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



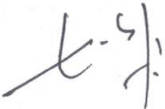

Section 7. Terms of Reference

1. Background

- 1.1 Government of Madhesh Province has its plan to provide skills training to needy people in the fiscal year 2080/081 through Vocational and Skills Development Training Centre under Ministry of Sports and social welfare. The aim of the program is to equip people with skills so that trained people either join in employment or create their own self-employment through enterprise development on an individual or group of people basis. The training programs focus on increasing access of people to vocational and technical training programs targeting disadvantaged youths (Poor, Dalits, women, Janajati and marginalized through inclusive process).

Training name	Training Durations	Target no of Trainees	Per student Cost with Vat
Agriculture Sector			
off season vegetable farming	160 hrs	40	14475
Mushroom Farming	160 hrs	40	14475
Bee keeping	160 hrs	40	14475
Constructions Sector			
Scaffolder	160 hrs	100	14475
Shuttering Carpentry	160 hrs	100	14475
Constructions worker	160 hrs	100	14475
Hospitality			
Barista	160 hrs	40	14475
Bakery	160 hrs	40	14475
House keeping	160 hrs	40	14475
Others sector			
A/C fridge Technician	390 hrs	100	21230
Security Guard	160 hrs	100	14475

- 1.2 VSDTC has plan to deliver vocational training to at least 1000 people within the fiscal year 2080/081
- 1.3 In order to accomplish the approved programs, VSDTC aims to conduct training programs through Technical Training Provider Companies/ Firms and wants to make TTPs more responsible to facilitate trained youths in gainful employment opportunities.
- 1.4 These TORs provide guidelines to aspire TTPs about the scope of work and deliverables.

2. Scope of Work

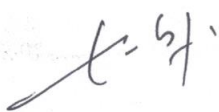

- 2.1 The TTPs will be responsible for providing skills training to the above-mentioned target groups. The trades/ occupations to be identified for training will be based on market Demand Analysis.
- 2.2 The training period should be 160 hrs to maximum 390 hrs as specified by prescribed curriculum and mentioned in EOI.
- 2.3 The TTPs will establish a reliable internal monitoring and supervision mechanism during training delivery period.
- 2.4 The trainings being provided by TTPs need to assure the standards as provisioned by curriculum VSDTC and National Occupational Skill Standards as set by NSTB/CTEVT.
- 2.5 The service contract period may vary from occupation to occupations and should accomplish within the agreed time period.
- 2.6 The TTPs should align with the information provided in EOI document.

3. RFP information Procedure

- 3.1 The selected TTPs will receive the letter to invite RFP. They can obtain RFP form from VSDTC Janakpur Office. And a complete RFP form along with Financial Proposal should be submitted as instructed in the instruction sheet by office hour of the 30th day from the date of publications in newspaper for RFP.
- 3.2 The applications should also include authorized signature and office seal assuring the authentic and correctness of information provided
- 3.3 All the documents submitted under this RFP must duly certify from the notary public.
- 3.4 Company Regd, Vat pan Regd ,Tax clearance Certificate 079/080 & CTEVT affiliations/ Renew Certificate should be submitted.

4. Deliverables

- 4.1 The TTPs should submit training inception report by selecting trainees before implementing the training event.
- 4.2 The TTPs should submit midterm progress report to VSDTC.
- 4.3 The TTPs should submit the final report after completion of training event as per the agreement made with VSDTC. In case of skills test, the TTPs will be responsible for all necessary arrangements and correspondence with NSTB/CTEVT.
- 4.4 The trainees will be selected through Public Announce by TTPs. Trainee selections method will be provided by VSDTC as per its internal rule and VSDTC Representative facilitate the client in the selection process.
- 4.5 The client should provide the training materials as prescribed by VSDTC.

5. Mode of Payment

5.1 The final payment will be made once the training is completed along with Certifications training completion report of TTPs and the report of monitoring experts deployed by VSDTC.

