Notice for Request for Proposal (RFP)

Government of Nepal Ministry of Labour, Employment and Social Security Vocational and Skill Development Training Academy

Vocational Training Centre (VTC) Butwal, Rupandehi

Date: 2080/11/09

Name of Project: Vocational Training Implementation

- 1. Government of Nepal (GoN) has allocated fund *toward the cost of Vocational Skills Training* and intends to apply a portion of this *fund* to eligible payments under the Contract for which this Request for Proposal (RFP) document has been issued to eligible consultants as per shortlisting notice of VTC dated 2080/10/25 BS.
 - 1.1 The *Ministry of Labour, Employment and Social security, GoN, Vocational Training Centre*, *Butwal* now issues Request for Proposal (RFP) document from consulting firms shortlisted through EOI ("consultant") to provide the following consulting services: to deliver quality skill training services for the targeted beneficiaries following the approved curricula in the following occupations. The training should assure the standards as provisioned by curriculum. Entrepreneurship training (to be provided additionally) 15 hrs.

1.2 Occupations:

Tender Notice No. VTC/NCS/RFP/080/081-02VTC

| Serial Number | Occupations/Trade | Numberof Trainees | Training Duration(hrs) | Estimated Amount with VAT |
|------------------|----------------------------------|----------------------|------------------------|---------------------------|
| 1 | Electrical Wiring (Advance) | 100 | 195 | 2500000.00 |
| 2 | Tailoring (Advance) | 120 | 195 | 2400000.00 |
| 3 | Tailoring (Basic) | 60 | 390 | 1500000.00 |
| 4 | Cook (Basic) | 120 | 390 | 3000000.00 |
| 5 | Plumbing(Basic) | 200 | 390 | 5000000.00 |
| 6 | Carpenter (Basic) | 200 | 390 | 5000000.00 |
| 7 | Mason(Basic) | 100 | 390 | 2500000.00 |
| 8 | Caregiver (Basic) | 40 | 390 | 1000000.00 |
| 9 | Housekeeping (Basic) | 120 | 390 | 3000000.00 |
| 10 | Barista(Basic) | 150 | 390 | 3750000.00 |
| 11 | Electric Motor Rewinding (Basic) | 40 | 390 | 1000000.00 |
| 12 | Montessori (Basic) | 200 | 390 | 5000000.00 |
| 13 | Waiter/Waitress (Basic) | 150 | 390 | 3750000.00 |

The shortlisted consultant must submit their RFP via www.bolpatra.gov.np/egp.

- 1. RFP will be assessed based on *QCBS method*. 80% of the evaluation marking will be of technical proposal and 20% of the evaluation marking will be of financial proposal.
- 2. Minimum score to pass the RFP is 60 (sixty) percent. Financial proposal will be opened only for those consultants who pass the minimum score for technical proposal.
- 3. VTC will select consultants for implementation of training programs based on the ranking method.
- 4. The proposal submission deadline is 08th Chaitra 2080 BS.
- 5. Each eligible consultant can be awarded maximum 200 no. of trainees and maximum 5 trade packages only.

Standard Request for Proposals



Selection ofTechnical Training Providers (TTPs)

Government of Nepal

Ministry of Labour, Employment and Social Security

Vocational Training Centre, Butwal, Rupandehi

09 Falgun 2080

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: FY 080/081-02 VTC

Selection of Technical Training Provider for Vocational and Skill Development Training

Project: Vocational Training Implementation

Office Name: Vocational Training Centre

Office Address: Butwal, Rupandehi

Financing Agency: Government of Nepal

Issued on: 2080/11/09

Key points to be noted by the proposer while submitting the proposal

- 1. The eligible TTPs are requested to submit their proposal in the prescribed format only.
- 2. Submission of proposal in a different format will **not** be considered for evaluation.
- 3. The TTPs can apply only for the occupation/trade shortlisted during the EOI process.
- 4. The training venues will be in geographical coverage of Centre i.e. Lumbini, Karnali and Sudur-Paschim Province.
- 5. "Technical Proposal" and "Financial Proposal" should be signed, and separately uploaded.
- 6. Technical Proposals and Financial Proposals should be prepared and submitted separately for each occupation/package.
- 7. All copies (every page) of the evidencing documents should have a notary certification.
- 8. All documents proposed by the consultant should be valid and eligible including the documents of key and non-key experts.
- 9. The concerned consultant shall be responsible for any fraudulent documents.
- 10. Evaluation committee will verify the documents submitted by Consultants from the source by using any means of verification to be assured before scoring if necessary.

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PART I

Section 1. Letter of Invitation

| To, | Mr./Ms | |
|-------|-----------------------------|--------|
| All I | EOI selected and interested | TTP's. |

- 1. Government of Nepal (GoN) has allocated fund towards the cost of Vocational and Skill Development Training under Vocational Training Centre 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 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"): **Vocational Training Implementation**. More details on the Services are provided in the Terms of Reference (Section 7).
- 3. This Request for Proposals (RFP) has been addressed to the Consultants shortlisted in EOI published on 2080/10/25 BS .
- 4. It is not permissible to transfer this invitation to any other firm, such as Consultants parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Clients 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/DPs Policy - Corrupt and Fraudulent Practices Section 7 -

Terms of Reference

- 7. Details on the proposals submission date, time and address are provided in Clauses 17.8 of the ITC.
- 8. Please carefully note down the following procedures and documents as these are mandatory for evaluation of Technical Proposal;

The short-listed consultant can download the technical and financial proposal document from the www.bolpatra.gov.np/egp and upload their document in original copy duly stamped and signed. TTPs must submit separate Technical and Financial Proposal for each occupation/package through e-GP.

- · All copies of evidencing documents should be notarized.
- The consultants are requested to submit the documents in an appropriate order.
- · Similarly, each consultant shall be aware of maximum number of trainees to be trained and the specified occupation.
- GON procurement regulations shall prevail over any conflicting provisions in the RFP document.
- All participants of RFP are requested to attend the bid opening meeting on official notice.

Yours sincerely,

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

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

A. General Provisions

- 1.Definitions (a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
 - (b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
 - (c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.
 - (d). "Client/TTPs" 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.
 - (i). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
 - (k). "Government" means the government of the Nepal.
 - (I). "Joint Venture (JV)" means an association with or without a 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) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants. (p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. (r). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants, based on the SRFP. (s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP. (t). "Services" means the work to be performed by the Consultant pursuant to the Contract. (u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract. (v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. 2.Introduction 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. 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. 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. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultants Proposal as specified in the Data Sheet. **Conflict of Interest** The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

| Conflicting activities | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. |
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| Conflicting assignment s | (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. |
| Conflicting relationship s | (iii) Relationship with the Clients staff: a Consultant (including its Experts and Subconsultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or(iii) the supervision of the Contract, may not be awarded a Contract. |
| 4.Unfair Competitive Advantage | 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| 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 subconsultants 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 Consultants 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;shallnot be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet. |
| b. Prohibitions | 6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrowers Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| c. Restrictions for public employees | 6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest). |
| | B. Preparation of Proposals |
| General Consider actions | 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. |
| Cost of Preparation of Proposal | 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, regard less of the conduct or out come 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 | 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 | 10.1The Proposal shall comprise the documents and forms listed in the Data Sheet. |

| Comprising the Proposal | 10.2The 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). |
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| Only One Proposal | 11.1The 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 Consultants 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. |
| Proposal Validity | 12.1 The Data Sheet indicates the period during which the Consultants 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.Extensionof Validity Period | 12.3.1 The Client will make its best effort to complete the negotiations within the proposals 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. 12.3.2 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 12.3.3 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 ofKeyExperts at Validity Extension | 12.3.4 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.3.5 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. |
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| c. Sub-Contracting | 12.3.6 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet. |

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

| 16.Financial Proposal | 16.1The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet. |
|--|--|
| a. Price Adjustment | 16.1.1 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet. |
| b. Taxes | 16.1.2 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 Clients country is provided in the Data Sheet. |
| c. Currency of Proposal | 16.1.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees. |
| d. Currency of Payment | 16.1.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |
| | C. Submission, Opening and Evaluation |
| 17. Submission, Sealing and Marking of Proposals | 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The proposal should be submitted only through electronic system. 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. 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. 4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 5. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 6. The original and all the copies of the Technical Proposal shall be placed inside of authorized file 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]." 7. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a authorized file 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." |

| | 8. The RFP proposal must be uploaded in two envelopes. The first envelop must contain TECHNICAL PROPOSAL while second envelop must contain FINANCIAL PROPOSAL. 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. |
|---------------------------------------|--|
| 18.Confidientality | 18.1From 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. 18.2Any 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. 18.3Notwithstanding the above provisions, from the time of the Proposals opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing. |
| 19.Openings of Technical Proposals | Opening of RFP will be based on prevailing public procurement laws. 19. The Client's evaluation committee shall conduct the opening of the Technical Proposals at first. The opening date, time and the address are stated in the Data Sheet . The file related to the Financial Proposal shall remain on the system stored until they are opened in accordance with Clause 23 of the ITC. |
| | 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet . |
| 20.Proposals Evaluation | 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable. |
| | 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. |

| 21.Evaluation of Technical Proposals | 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. 21.2 Proposed experts, involved in the firms" work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment. 21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal. |
|--------------------------------------|---|
| 22.Financial Proposals for QBS | 22.1 Following the ranking of the Technical Proposals corresponding financial proposals of the consultants shall be evaluated 22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal. |

| 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) | After the technical evaluation is completed and the DP has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice. The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information will be recorded: (a) Name and address , (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the |
|--|---|
| 24. Taxes | 24.1 All taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 24.2 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 24 of the Data Sheet. |
| a. Quality-and Cost-Based Selection (QCBS) | 25.1 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 contract. |

D. Negotiations and award

| | D. Negotiations and award |
|--------------------------------|---|
| 26. Negotiations | 26.1 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. |
| | 26.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. |
| | 26.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection. |
| | |
| a. Availability of Key | 26.4 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal |
| Experts | 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. |
| | 26.5 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. |
| b. Technical negotiations | 26.6 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| c. Financial negotiations | 26.7 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses. |
| | 26.8 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. |
| | 26.9 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates. |
| 27. Conclusion of Negotiations | 27.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. |
| | 27.2 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. |
| 28. Award of Contract | Pursuant to Clause 27.1 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. If the review application is not received by the Client pursuant to Clause 29.2 of this ITC then the proposal of the Consultant, selected as per Clause 28.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days. |

- 3. If the Consultant fails to sign an agreement pursuant to Clause 28.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 4. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 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.

29. Request for Information/ Complaints

29.1 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.

- 29.2 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 28.1 of this ITC.
- 29.3 If a review application is received by the Client pursuant to Clause 29.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.
- 29.4 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.
- 29.5 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.

30. Conduct of Consultants

- 30.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.
- 30.2 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

| | a angaging or being involved in corrupt or freudulant practice |
|----------------------------|--|
| | 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 |
| 31. Blacklisting | 1. Without prejudice to any other rights of the client under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant: |
| | a. if it is proved that the consultant committed acts pursuant to the Clause 30.2 of the ITC,b. if the consultant fails to sign an agreement pursuant to Clause 28.2 of the ITC, |
| | c. if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract, |
| | d. if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract. |
| | e. if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information, |
| | f. if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. |
| | 2. A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner. |
| | The list of debarred firms is available at the electronic address specified in the Data Sheet . |
| 32. Conduct of Consultants | 32.1 The Consultant shall be responsible to fulfill 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 active |
| | 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 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 |
| | h. give or propose improper inducement directly or indirectly,i. distortion or misrepresentation of facts |
| | j. engaging or being involved in corrupt or fraudulent practice k. interference in |
| | Participation of other prospective bidders. |
| | m. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, |

| n. 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. |
|---|
| o. 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 |

| A. General | | |
|-------------------------|--|--|
| ITC Clause Reference | | |
| 1(i) | Development Partner (DP) is:N/A | |
| 1(ii) (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 Training Centre, Butwal, Rupandehi Method of selection: QCBS | |
| 2.2 | Financial Proposal to be submitted together with Technical Proposal: Yes V No [Notes to Client: Client shall request financial proposal submission at the same time for QCBS,] The name of the assignment is: Vocational Training Implementation oto Client: indicate name of the assignment and contract package number, as specified in the Procurement Plan.] | |
| | A pre-proposal conference will be held: Yes vor No_ | |

| 2.3 | | |
|------|---|--|
| 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. | |
| | B. Preparation of Proposals | |
| 10.1 | The Proposal shall comprise the following: Technical Proposal: (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 (9) TECH-7 AND Financial Proposal 1. FIN-1 2. FIN-2 Proof of legal status establish Consultant's legal capacity to enter into biding and enforceable contracts and may be supported by: • Certificate of incorporation. | |
| 11.1 | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yesor No _ [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] | |
| 12.1 | Proposals must remain valid for 90 (ninety) calendar days after the proposal submission deadline. [Notes to Client: Duration of validity of the proposals shall be adequate to complete evaluation of the proposals, receive all necessary approval and negotiate the contract.] | |

| 12.2 | Sub-contracting is allowed for the proposed assignment Yesor No_ [If yes, specify the part of the assignment that can be sub contracted: | |
|---|---|--|
| | Notes to Client: sub-contracting of the whole Services is not allowed.] | |
| 13.1 | Clarifications may be requested no later than [15] days prior to the submission deadline. The contact information for requesting clarifications is: 071530138 E-mail: shipbutwal@gmail.com | |
| 14.1.1 | Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yesor No _v_, Or (b) other shortlisted Consultants: Yesor No _v_ [Notes to Client: Default provision is for (a) "Yes" and (b) "No", e.g. Shortlisted consultant may not 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] | |
| 14.1.2 | [If not used, state "Not applicable". [Note to Client: state "Not applicable", if specifying minimum inputs under 14.1.3, instead of estimated inputs] If used, insert the following: Estimated total cost of the assignment for the assignment:(as per unit cost provided by the client) [Notes to Client: [Indicate only either time input (in person-month) or total cost, but not both] | |
| for time- based contracts only | [If not used, state "Not applicable". If used, insert the following: Minimum time-input of national Key Experts' is: Maximum three person-months per training as per training requirements. 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) calculate das follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.] | |
| 15.1 | A price adjustment provision applies to remuneration rates: Yesor No <u>✓</u> [Applies to all Time-Based contracts with a duration exceeding 12 months. [If "Yes", follow SCC 42.3] | |

| 15.3 | 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

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

| 10.1 | 1 The Consultants (TTPs) are requested to submit their proposals through electronic mailing. | | |
|------|---|---|--|
| 16.2 | The Consultant (TTPs)must submit: (a) Technical Proposal: one (1) (b) Financial Proposal: one (1) | | |
| 16.3 | 5.3 The Proposals must be submitted before and not later than: Date: 08 Chaitra 2080 . | | |
| 17. | If a consultant submits proposal without minimum qualification of the main trained training event, the proposal for the training event shall be taken as an irresponsal evaluation shall be done only for the remaining training events. Criteria and point system for the evaluation of the Full Technical Proposals: | he training event shall be taken as an irresponsive and he remaining training events. | |
| | Criteria | Points | |
| | Experience of the Consultant (as a firm) relevant to the Assignment | | |
| | | | |
| | 1. Experience of conducting training for average 100 or above per year for 7 yrs- 45, | | |
| | 2. Experience of conducting training for average 80 to 100-40, | | |
| | | | |
| | 2. Experience of conducting training for average 80 to 100-40, 3. Experience of conducting training for average 60 to 80 – 35, 4. Experience of conducting training for average Experience of conducting training for average 40 | | |

(iii) Qualifications and Experience of the key staff for the Assignment (Notes to Consultant: each 45 position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant} a. Main Trainer (maximum 30 marks) b. Assistant Trainer (maximum 15 marks) The number of points to be given to each of the above position of key staff shall be determined considering the following two sub-criteria: Main Trainer: (i) Academic Qualifications-20 (ii) TOT-10 b. Assistant Trainer (i) General Qualifications-10 (ii) TOT-5 The minimum technical score (St) required to qualify is 60 Points 17.8 The proposals must be uploaded at the e-GP address no later then; Date; 8th Chaitra 2080. Name of the purchaser; Vocational Training Centre, Butwal. City: Butwal Province ; Lumbini Country; Nepal 18. 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 [Note to Client: for ease of comparison, it is preferable to indicate in the currency of the The official source of the selling (exchange) rate is: N/A The date of the exchange rate is: N/A The date shall either be 30 days prior to the deadline for submission or the deadline for proposals submission.] Information on the consultant's tax obligations in Nepal can be found at the Inland Revenue 24 Department website: "www.ird.gov.np."

| ļ | 25.1 | The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of | | |
|---|-------|---|--|--|
| | | 100. | | |
| | | The formula for determining the financial scores (Sf) of all other Proposals is calculated as | | |
| | only] | following: | | |

Sf = $100 \times \text{Fm}/\text{F}$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are: T = [80%], and $P = _{[20\%]}$

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

| | D. Negotiations and Award | | |
|--------|--|--|--|
| 26 and | Expected date and address for contract negotiations and awards: | | |
| 28 | Date: A week before awarding. Address: VTC, Butwal Address: At the office at Butwal, Rupandehi. | | |
| 28.4 | Expected date for the commencement of the Services: Date: During the month of Chaitra, 2080BS Location: To be Specified during Contract | | |
| 22. | A list of blacklisted firms is available at the PPMO's website www.ppmo.gov.np | | |

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 Executive Director
Vocational Training Centre, Butwal, Rupandehi

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Vocational Training Implementation* in accordance with your Request for Proposals dated ------"" "We are here by submitting our Proposal, which includes this Technical and Financial Proposal"

| SN | Trade/Occupation | Number of trainees proposed |
|----|------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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.
- (c) We have no conflict of interest in accordance with ITC 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.
- (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, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 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 the Data Sheet.

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

Yours sincerely,

Authorized Signature {In full and initials}: Name and Title of Signatory: Name of Consultant (company's name or JVs 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 Consultants 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 Consultants 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, JV (Maximum half page)

B - Consultant's Experience B.1General Experiences

Table 1: Training experience of vocational skill training comprising all the sectors and occupations. (at least 7-year completion of company registration in Office of Company Registrar and at least last 7 years' experience in vocational training).

| Fiscal Year | Sector /Occupation | No. of Trainees |
|-------------|-----------------------|-----------------|
| | | |
| | | |
| | | |
| Total | · | |

The Evidence/Experience letters of donors/funding agencies should be submitted.

B.2 Specific Experiences

Table 2: Training experience of vocational skill training comprising proposed occupation in latest 7 fiscal years.

| Fiscal Year | Occupation | No. of Trainees |
|-------------|------------|-----------------|
| | | |
| | | |
| | | |
| | | |
| Total | | |

The Evidence/Experience letters of donors/funding agencies should be submitted.

B.3 Entrepreneurship training related Experiences

Table 3: Training experience of conducting entrepreneurship training

| <u> </u> | | | | |
|-------------|-------------------------|-----------------|--|--|
| Fiscal Year | Funding Agencies | No. of Trainees | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | |
| | | | | |

Note: The Evidence/Experience letters of donors/funding agencies should be submitted.

B.4 Financial Experience

Table 4: Tax clearance certificate of fiscal year 2079/80.

| Fiscal Year | Total turnover (NPR) | Taxable Income(NPR) | Annual Income/Sales | Total tax deposited (NPR) | Remarks |
|----------------|-------------------------|------------------------|------------------------|---------------------------|---------|
| | | | | | |

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 counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

On Counterpart Staff and Facilities

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

FORM TECH-4

DESCRIPTION OF THEMETHODOLOGY AND WORK PLAN

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

{Suggested structure of your Technical Proposal:

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

a) Technical Approach and Methodology.

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

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) (Problem statement should be provided occupation wise)

Table 5. Market and Demand Analysis: (a clear picture of the demand of proposed occupation)

| rabio of market and bemana Analysis: (a slear pletare of | | | | | | | | | |
|--|------------|------------|------|------|------|--------------------|--|--|--|
| SN | Occupation | Particular | 2078 | 2079 | 2080 | Information Source | | | |
| | | Demand | | | | | | | |
| 1 | | Supply | | | | | | | |
| | | Gap | | | | | | | |
| | | Demand | | | | | | | |
| 2 | | Supply | | | | | | | |
| | | Gap | | | | | | | |
| | | Demand | | | | | | | |
| 3 | | Supply | | | | | | | |
| | | | | | | | | | |

Note: Market and demand analysis should be sustained by findings of RMA conducted.

Table 6. Proposed Number of trainees in each trade/occupation

| SN | Trade/Occupation | Number of trainees proposed |
|----|------------------|-----------------------------|
| | | |

Tools and Equipment

The consulting Firm should propose the required number of tools and equipment for the proposed training events. The basic standards as per the provision made in Curriculum prescribed by the VTC can be taken as the best reference for the basic tools and equipment. Please expand the table as requires.

Table 8: List of tools and equipment proposed for the project implementation with photos

| Table 9. | Occupation | 1: |
|----------|------------|----|
|----------|------------|----|

| SN | Description | Quantity (No. Pieces, etc.) | Ownership(owner rented) |
|----|-------------|-----------------------------|-------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Note: Field/workshop/tools/equipment verification can be done by Client as per need.

| Write a short | description | about the training | implementation | methodology | for training | effectiveness. | (Maximum |
|---------------|-------------|--------------------|----------------|-------------|--------------|----------------|----------|
| one page in p | ooints) | | | | | | |

.....

Write a brief description that you are planning for sustainable employment of your graduates (Maximum one page in to the points)

.....

b) Work Plan.

Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan.

A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) Organization and Staffing.

Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff. The same trainers cannot be proposed to the different occupations except entrepreneurship.

g. Human Strength with qualification and experience
a. (Expand the table as per the requirement of assignment. Detail of staffing (including professionals/experts). Bio-data of each expert should be attached as per the provided format)

| SN | Name | Position | Qualification | Year of Experience | тот | Occupation |
|----|------|----------|---------------|--------------------|-----|------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |

b. Current Staffing status

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| SN | Activities/Deliverables | Months | | | | | | |
|-----|-------------------------|--------|---|---|---|---|---|---------|
| SIN | Activities/Deliverables | 1 | 2 | 3 | 4 | 5 | 6 | Remarks |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
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List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in a form of a bar chart.

^{3.} Include a legend, if necessary, to help read the chart.

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS'INPUTS

| S. No. | . Name/Position | Occupation/Trade | Province | District | Venue(specify local level with ward as well) | Input Months |
|--------|-----------------|------------------|----------|----------|--|--------------|
| 1 | | | | | | |
| 2 | | | | | | |
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FORM TECH-7

CURRICULUM VITAE(CV)

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

Education:{List college/universityorotherspecializededucation, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual),* types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references

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

| Membership in Professional Associations and Publications: |
|--|
| Language Skills (indicate only languages in which you can work): |
| Adequacy for the Assignment: |

Detailed Tasks Assigned on

| Consultant's learn of Experts: | Illustrates Capability to Handle the Assigned Tasks |
|---|---|
| {List all deliverables/tasks as in TECH- 5 in which | th the Expert will be involved) |
| | |

Reference to Prior Work/Assignments that Best

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

Certification:

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

| I understand that any willful | misstatement described | herein r | may lead | to my | disqualification | or | dismissal, | if |
|-------------------------------|------------------------------|----------|-----------|-------|------------------|----|------------|----|
| engaged. | | | | | | | | |
| Date: | | | | | | | | |
| [Signature of expert] | Day/Month/Year | | | | | | | |
| <u>D</u> ate: | | | | | | | | |
| [Signature of authorized | d representative of the firm | n] Day | y/Month/Y | 'ear | | | | |

Full name of authorized representative:

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

| The Executive Director, Vocational Training Centre, Butwal, Rupandehi | Date: |
|---|---|
| Dear Sirs: | |
| We, the undersigned, offer to provide the consulting services for [li your Request for Proposal dated [Insert Date] and our Technical Proposal. | nsert title of assignment] in accordance with |
| Our attached Financial Proposal is for the amount of {Indicate the configures}, excluding Value Added Tax (VAT) that all amounts shall be the same as in Form FIN-2}. | |
| Our Financial Proposal shall be binding upon us subject to negotiations, up to expiration of the validity period of the Proposal, i.e. before Data Sheet. | |
| Commissions, gratuities or fees paid or to be paid by us to an agent submission of this Proposal and Contract execution, paid if we are awarded | |
| 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 cobe paid by us to agents or any other party relating to this Proposal and, in the | |
| We understand you are not bound to accept any Proposal you receive | ve. |
| We remain, | |
| Yours sincerely, | |
| Authorized Signature {In full}: Name and Title of Signatory: In the capacity of: Address: E-mail: _ | |

FORM FIN-2 SUMMARY OF COSTS

IMPORTANT NOTE:

- 1. One Training group: 20 participants
- 2. All other costs required for vocational training shall be included in the proposal3. TTPs must provide tiffin cost of NRs. 50 Rs per day to the trainees.

Basic Training and Entrepreneurship Training

| S. | | Trade/ | No. of Events | Expected No. of | Bid Price per I (including VA | | T |
|-----|----------|------------|------------------|-----------------|-----------------------------------|----------|---------------------------------|
| No. | Training | Occupation | proposed | Participants | In Figure | In Words | Total Amount (including VAT) |
| 1 | Basic | | | | | | |
| 2 | Advance | | | | | | |
| | | | | | | | |

Office Seal Authorized Signature Date

Financial Proposal Form

Summary of Cost(inclusive of VAT)

| SN | • | , | Remarks |
|-----|------------------------------------|---|---------|
| 1 | Training cost for basic training | | |
| 2 | Training cost for Advance training | | |
| Gra | nd Total | | |

Office Seal **Authorized Signature** Date

Section 5. Eligible Countries

For the purpose of National shortlisting: "Nepal"

Section 6. Corrupt and Fraudulent Practices

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

It is the GoNs 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, directlyorindirectly,anythingofvaluetoinfluenceimproperlytheactions 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 GoNs/DPs 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;
- will cancel the consultants 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

Terms of Reference (TOR) for vocational training procurement

1. Background

1.1 Government of Nepal has its plan to provide skill development training to needy people in the fiscal year 2080/081 through Vocational Training Centre, Butwal under Ministry of Labour, Employment and Social Security. The aim of the program is to equip people with skill so that trained people either join in employment or create their own self-employment through enterprise development on an individual or group basis. VTC, lacking human resources and facilities to impart this training and geographical constraint to conduct training outside the training facilities of the academy, is contracting these training programs to eligible TTPs to be implemented to different locations.

Occupations:

Tender Notice No. VTC/NCS/RFP/080/081-02VTC

| Serial Number | Occupations/Trade | Number of Trainees | Training Duration(hrs) | Estimated Amount with VAT |
|------------------|----------------------------------|-----------------------|------------------------|---------------------------|
| 1 | Electrical Wiring (Advance) | 100 | 195 | 2500000.00 |
| 2 | Tailoring (Advance) | 120 | 195 | 2400000.00 |
| 3 | Tailoring (Basic) | 60 | 390 | 1500000.00 |
| 4 | Cook (Basic) | 120 | 390 | 3000000.00 |
| 5 | Plumbing(Basic) | 200 | 390 | 5000000.00 |
| 6 | Carpenter (Basic) | 200 | 390 | 5000000.00 |
| 7 | Mason(Basic) | 100 | 390 | 2500000.00 |
| 8 | Caregiver (Basic) | 40 | 390 | 1000000.00 |
| 9 | Housekeeping (Basic) | 120 | 390 | 3000000.00 |
| 10 | Barista(Basic) | 150 | 390 | 3750000.00 |
| 11 | Electric Motor Rewinding (Basic) | 40 | 390 | 1000000.00 |
| 12 | Montessori (Basic) | 200 | 390 | 5000000.00 |
| 13 | Waiter/Waitress (Basic) | 150 | 390 | 3750000.00 |

- 1.2 The Centre has planned to deliver vocational and skill development training including entrepreneurship training for trainees. Trainees number will be increased or decreased based on available resources.
- 1.3 In order to accomplish the approved programs, Centre 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 The Technical Training Providers will be selected based on quality and cost-based selection (QCBS) in accordance with the PPMO Guidelines.
- 1.5 These TORs provide guidelines to eligible consultants about the scope of work and deliverables.

2. Scope of Work

- 2.1 The main objective of the Consulting Service is to deliver quality skill training services for the targeted beneficiaries following the approved curricula.
- 2.2 The TTPs are responsible to conduct training programs in following trades/occupations at different locations as assigned by the Centre.
- 2.3 The training venues will be in the coverage of Centre i.e. Lumbini Province, Karnali Province and Sudur Paschim Province for the total 1600 no. of trainees.
- 2.4 The training period should be minimum 195 to maximum 390 hours and 15 hours entrepreneurship development training as specified by prescribed curriculum.
- 2.5 The TTPs will establish a reliable internal monitoring and supervision mechanism during training delivery period. The Centre will conduct regular monitoring of training activities.
- 2.6 The trainings being provided by TTPs need to assure the standards as provisioned by curriculum.
- 2.7 The service contract period may vary from each occupation to other and should accomplish within the agreed time period.
- 2.8 The tax clearance certificate of fiscal year 2079/80. (Centre can verify from IRD)
- 2.9 TTPs must have 2 trainers (1 main trainer and 1 co- trainer) for each training group (per group 20 persons). The TTPs must propose at least one Entrepreneur Trainer commonly for all the trade. Trainees quota will be determined by the Centre on the basis of qualified number of trainers proposed by TTPs.
- 2.10 Each eligible TTPs can be assigned maximum 200 number of trainees and total of maximum five trades.
- 2.11 VTC, Butwal reserve the right to accept or reject the RFP application with or without mentioning any reason.

3. RFP information Procedure

- 3.1 TTPs can download the RFP document from www.bolpatra.gov.np/egp and upload a complete RFP document along with Technical and Financial Proposal must be submitted as instructed in the instruction sheet on 8th Chaitra 2080. The applications should also include authorized signature and office seal assuring the authentic and correctness of information provided.
- 3.2 All the documents submitted under this RFP must duly certify from the notary public.

4. Eligibility Criteria for RFP Evaluation

Consultants RFP document which meets the eligibility criteria will be ranked on the basis of the ranking criteria in listed training packages separately.

| <u>i) Eligibility & Completeness Test</u> (RFP will be rejected if required documents mentioned in this section are not submitted) | Compliance |
|---|------------|
| Copy of Registration of the company/firm in Office of Company Registrar registered on or before fiscal year 2073/074 BS (Mandatory) | |
| Copy of certificate of Council for Technical Education and Vocational Training (CTEVT) affiliation Along with Renewal for 2080/081 (Mandatory) | |
| Tax Clearance Letter for FY 2079/080 (Mandatory) | |
| Self-declaration letter indicating the understanding of TOR, no conflict of interest with the procurement process and TOR, and declaration of not being blacklisted or convicted of fraudulent activities or corruption while doing consulting business (Mandatory) | |
| TECH 1 to TECH 7 | |
| FIN 1 | |
| FIN 2 | |

5. Deliverables

Following should be the major deliverables from TTPs to VTC which will be linked to payment schedule:

- 5.1 The TTPs should submit registration form along with photographs, minutes of trainees selection committee and inception report.
- 5.2 The TTPs should submit the final report after completion of training event as per the agreement made with VTC.
- 5.3 Attendance of trainees and instructors should be maintained daily and report must be submitted to VTC.
 - 5.4 The client should provide the training materials as prescribed by VTC.
- 5.5 Original documents (Attendance report, Bill/Varpai, recommendation letter on training completion from local level) need to submit to VTC.
- 5.6 All the documents submitted under this RFP must duly certify from the notary public.
- 5.7 Training activities are to be commenced from month of Chaitra, 2080 and to be completed by Asar 19th 2081. There is no provision of time extension for the contract.
- 5.8 Monitoring can be done by field visit (MoLESS, VTC, Local levels, etc) telephone, video call and inquiring with stakeholders.

6. Mode of Payment

Following should be the major deliverables from TTPs to VTC which will be linked to payment schedule:

- 6.1 Public procurement act, 2063 and Public Procurement Regulation, 2064 as well as vocational and skill development training operation directives, 2077 will be followed.
- 6.2 Single final payment (100%) will be made after submission of Final report approved by VTC.
- 6.3 TTPs may claim the training cost after completion of training activities and submission of training completion report.
- 6.4 TTPs must prepare financial proposal based on the estimated cost of VTC. Financial proposals exceeding the estimated cost will be excluded from financial evaluation.
- 6.5 TTPs will be paid in the basis of payment by result (per unit cost will be applied).
- 6.6 The structure of the completion report is mentioned below: