



# **Standard Request for Proposals**

## **Selection of Consultants** **Time based**

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

**Public Procurement Monitoring Office (PPMO)**  
**Tahachal, Kathamndu**

**(4<sup>th</sup> Revision August, 2019)/**  
**Updated upto 12 th amendment**

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## Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the Public Procurement Monitoring Office (“PPMO”) for use by Government of Nepal (GoN) and its implementing agencies in the selection of Consultants. This SRFP is for use in selection of consultants for value of consultancy services more than NRs. 0.5 Million (for National Shortlisting and International Shortlisting). The SRFP can be used with the different selection methods, *i.e.*, *Quality- and Cost-Based Selection (QCBS)*, *Quality-Based Selection (QBS)*, *Fixed Budget selection (FBS)* and *Least Cost Selection (LCS)*.
2. Before preparing an Request For Proposal (RFP), the user must be familiar with the procedures for selection of Consultants in accordance with the requirements of Public Procurement Act and Public Procurement Regulation, DP guidelines for DP funded programs, and must have chosen an appropriate method of selection, and the most suitable form of contract.  

The SRFP may be used for time base assignment. ....

The prefaces of these forms of contracts indicate the circumstances in which their use is most appropriate.
3. A RFP normally includes a Letter of Invitation, Information to Consultants, Data Sheet, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Form of Contract. The standard Information to Consultants and the standard General Conditions in the Form of Contract should not be modified. Any special conditions relating to the assignment should be described in the Data Sheet or Special Conditions of Contract.
4. The text shown in *Italics* is “Notes to the Client”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants.
5. If any provision of this document is inconsistent with Public Procurement Act (PPA) 2063 or Public Procurement Regulations (PPR) 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

## **SUMMARY DESCRIPTION**

### **STANDARD REQUEST FOR PROPOSALS**

#### **PART I – SELECTION PROCEDURES AND REQUIREMENTS**

##### **Section 1: Letter of Invitation (LOI)**

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies that govern the selection and award process.

##### **Section 2: Instructions to Consultants, Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

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

This Section includes the forms that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

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

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

##### **Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

##### **Section 6: GoN/DP Policy - Fraud and Corruption**

This Section provides shortlisted consultants with the reference to the Bank’s policy in regard to corrupt and fraudulent practices applicable to the selection process.

### **Section 7: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

## **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section 8: Standard Forms of Contract**

This Section includes standard contract forms for large or complex assignments: a Time-Based Contract includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

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## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**RFP No.: SAMI/ Dhulikhel Municipality/CS/079**

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

**: Safer Migration Program (SaMi)**

Dhulikhel Municipality, Office of the Municipal Executive,  
Dhulikhel, Kavrepalanchok

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

**Issued on: 23-10 -2022**

**(२०७९।०७।०६)**

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## PART I

### Section 1. Letter of Invitation

RFP No. **SAMI/Dhulikhel Municipality/CS/079**

Loan/Grant/Financing No. ....

**Dhulikhel Municipality, Dhulikhel, Kavrepalanchok: 21-10-2022 (२०७९।०७।०४)**

Name and Address of LSP: Name: .....  
 Address: .....  
 Phone no.: .....  
 Email ID: .....

Dear Mr./Ms,

1. Government of Nepal (GoN) and Government of Switzerland (SDC) has allocated fund or toward the cost of Safer Migration Program (SaMi) and intends to apply a portion of this grant to eligible payments under this Contract for which this Request for Proposals is issued for Selection of Local Service Provider. Payments by the Development Partner will be made only at the request of the GoN and upon approval by the Development Partner, and will be subject, in all respects, to the terms and conditions of the grant agreement. The grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the donor Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the grant agreement or have any claims to the proceeds of the grant.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Selection of Local Service Provider or The Implementation of Migrant Resource Center and Associate Activities under the Safer Migration Program (SaMi)**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
  1. .... Email ID: .....
4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates
5. A firm will be selected under **FBS (Fixed Budget System)** and procedures described in this RFP.
6. The RFP includes the following documents:

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- 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. Please inform us by 23-10-2022(२०७९।०७।०६), in writing at Dhulikhel Municipality, by Phone: 011-490324 **By address** : Dhulikhel Municipality, Dhulikhel, Kavrepalanchok **or by E-mail** : [info@dhulikhelmun.gov.np](mailto:info@dhulikhelmun.gov.np)

(a) Whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

8. Details on the proposal’s submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

.....  
Mr Surendra Thapa Magar  
Chief Administrative Officer  
Dhulikhel Municipality, Dhulikhel Kavrepalanchok

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## Section 2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and program 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

<p><b>1. Definitions</b></p>	<p>(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded program. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/program] agreement with the Development Partner.</p> <p>(d). "Client" means the <i>[procuring entity/implementing/ executing agency]</i> that signs the Contract for the Services with the selected Consultant.</p> <p>(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the program as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p>
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	<p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p><b>2. Introduction</b></p>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the <b>Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant program data, and reports required for the preparation of the Consultant's Proposal as specified in the <b>Data Sheet</b>.</p>
<p><b>3. Conflict of Interest</b></p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the</p>

	<p>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 <b>Data Sheet</b>, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a program, 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 program, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<b>b. Conflicting assignments</b>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<b>c. Conflicting relationships</b>	<p>(iii) <u>Relationship with the Client's staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.</p>
<b>4. Unfair Competitive Advantage</b>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<b>6. Eligibility</b>	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as</p>

	<p>stated in Section 5 to offer consulting services for GoN/DP-financed programs.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be as specified in the Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<b>a. Sanctions</b>	<p>6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b>.</p> <p>6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.</p>
<b>b. Prohibitions</b>	<p>6.3.3 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>
<b>c. Restrictions for public employees</b>	<p>6.3.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	<p>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.</p>
<b>8. Cost of Preparation of Proposal</b>	<p>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.</p>
<b>9. Language</b>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.</p>



<p><b>10. Documents Comprising the Proposal</b></p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>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).</p>
<p><b>11. Only One Proposal</b></p>	<p>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 <b>Data Sheet</b>.</p>
<p><b>12. Proposal Validity</b></p>	<p>12.1 The <b>Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
<p><b>a. Extension of Validity Period</b></p>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p><b>b. Substitution of Key Experts at Validity Extension</b></p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>

<p><b>c. Sub-Contracting</b></p>	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the <b>Data Sheet</b>.</p>
<p><b>13. Clarification and Amendment of RFP</b></p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p><b>14. Preparation of Proposals – Specific Considerations</b></p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the <b>Data Sheet</b>. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p>

	<p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<p><b>15. Technical Proposal Format and Content</b></p>	<p>15.1 <b>The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</b></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><b>16. Financial Proposal</b></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 <b>Data Sheet</b>.</p>
<p><b>a. Price Adjustment</b></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 <b>Data Sheet</b>.</p>
<p><b>b. Taxes</b></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 <b>Data Sheet</b>.</p>
<p><b>c. Currency of Proposal</b></p>	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b>. If indicated in the <b>Data Sheet</b>, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
<p><b>d. Currency of Payment</b></p>	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<p><b>17. Submission, Sealing, and Marking of Proposals</b></p>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p>

	<p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "<b>TECHNICAL PROPOSAL</b>", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].</b>"</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>"</p> <p><b>17.8</b> 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 "<b>DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]</b>".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p><b>18. Confidentiality</b></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><b>Opening of Technical Proposals</b></p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.</p>
<p><b>19. Proposals Evaluation</b></p>	<p>19.1 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>19.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p><b>20. Evaluation of Technical Proposals</b></p>	<p>20.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p> <p>20.2 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>20.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>



<p><b>21. Financial Proposals for QBS</b></p>	<p>21.1 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>21.2 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>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>22. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>22.1 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 shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>22.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> <li>(a) Name and address ,</li> <li>(b) Proposed service charge,</li> <li>(c) Discount offered, if any;</li> <li>(d) Description of the discrepancies, if any, between figure and words,</li> <li>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</li> <li>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</li> <li>(g) Other necessary matters considered appropriate by the Public Entity</li> </ul>

	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.
<b>23. Correction of Errors</b>	23.1 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.
<b>a. Time-Based Contracts</b>	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>b. Lump-Sum Contracts</b>	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
<b>24. Taxes</b>	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
<b>25. Conversion to Single Currency</b>	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .
<b>26. Combined Quality and Cost Evaluation</b>	

<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Fixed-Budget Selection (FBS)</b>	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.  27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
<b>c. Least-Cost Selection (LCS)</b>	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
<b>D. Negotiations and Award</b>	
<b>27. Negotiations</b>	28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.  28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.  28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
<b>a. Availability of Key Experts</b>	28.4 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.  28.5 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>b. Technical negotiations</b>	28.6 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.



<p><b>c. Financial negotiations</b></p>	<p>28.7 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.8 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.9 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p><b>28. Conclusion of Negotiations</b></p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p><b>29. Award of Contract</b></p>	<p>29.1 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>29.2 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>29.3 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>29.4 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p> <p>29.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>30. Request for Information/ Complaints</b></p>	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. <b>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</b></p>

	<p>given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
<p><b>31. Conduct of Consultants</b></p>	<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. interference in</li> </ol>

	<ul style="list-style-type: none"> <li>e. Participation of other prospective bidders.</li> <li>f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>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.</li> <li>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</li> </ul>
<p><b>32. Blacklisting</b></p>	<p>32.1 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:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,</li> <li>b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,</li> <li>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,</li> <li>d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.</li> <li>e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</li> <li>f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</li> </ul> <p>32.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded program, 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.</p> <p>The list of debarred firms is available at the electronic address specified in the <b>Data Sheet</b>.</p>

## 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]

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1(i) Definitions</b>	Development Partner (DP) is: <b>Swiss Agency for Development and Cooperation (SDC)- Government of Switzerland</b>
<b>1(j) Definitions</b>	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.
<b>2.1 Introduction</b>	<b>Name of the Clients:</b> <b>A. Dhulikhel Municipality, Office of the Municipal Executive, Dhulikhel Kavrepalanchok</b> <b>Method of selection: FBS (Fixed Budget System)</b>
<b>2.2 Introduction</b>	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>Selection of Local Service Provider (LSP) for the Implementation of Migrant Resource Center and Associate Activities under the Safer Migration Program (SaMi),</b> <b>The name of the assignment is: SAMI/ Dhulikhel Municipality/CS/079</b>
<b>2.3 Introduction</b>	<b>A pre-proposal conference will be held:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/> [If "Yes", fill in the following:] Date of pre-proposal conference: <b>11-11-2022</b> (२०७९।०७।२५) Time: <b>02.00 PM</b> Address: <b>Dhulikhel Municipality, Dhulikhel, Kavrepalanchok</b> Telephone: 011-490324 E-mail: <a href="mailto:gautambidur072@gmail.com">gautambidur072@gmail.com</a> <b>Contact person/conference: Bidur Gautam</b> <b>Contact person/conference coordinator.....</b>
<b>2.4 Introduction</b>	<b>The Client will provide the following inputs, program data, reports, etc. to facilitate the preparation of the Proposals:</b>

	<p>Please refer to Section 7, TOR</p> <p><b>1. Reports and Publications</b></p> <p><b>2. SaMi program implementation guideline 2079</b></p>
<b>4.1 Unfair Competitive Advantage</b>	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: <b>Not Applicable</b>
<b>6.2 Eligibility</b>	Maximum number of partners in JV shall be: <b>Not applicable</b>
<b>6.3.1 (a) Eligibility-Sanctions</b>	A list of debarred firms and individuals is available at the following website <b>www.ppmo.gov.np</b>
<b>B. Preparation of Proposals</b>	
<b>10.1 Documents Comprising the Proposal</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) Proof of Legal Status and Eligibility (<i>Copy of the certificates</i>)</p> <ul style="list-style-type: none"> <li>▪ Company Registration Certificate (Certificate of incorporation)</li> <li>▪ Business Registration Certificate (e.g. Renewed in Social Welfare Council)</li> <li>▪ VAT/PAN Registration</li> <li>▪ Tax Clearance Certificate or Proof of Submission of Income Statement in IRO (Inland Revenue Office) FY 2077/78 (if paid FY 2078/79)</li> <li>▪ Self Declaration Letter</li> <li>▪ Not Blacklisted</li> </ul> <p>(3) TECH-1</p> <p>(4) TECH-2</p> <p>(5) TECH-3</p> <p>(6) TECH-4</p> <p>(7) TECH-5</p> <p>(8) TECH-6</p> <p>(9) TECH-7</p> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3A- Required, FIN-3B- Not Applicable</p> <p>(4) FIN-4</p>

	<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"> <li>• Certificate of incorporation.</li> </ul>
<p><b>11.1 Only One Proposal</b></p>	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes _____ or No <u>y</u></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>
<p><b>12.1 Proposal Validity</b></p>	<p>Proposals must remain valid for <b>90</b> 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>
<p><b>12.9 Proposal Validity- Sub-Contracting</b></p>	<p>Sub-contracting is allowed for the proposed assignment</p> <p>Yes <u>√</u> or No _____</p> <p>[ If yes, specify the part of the assignment that can be sub contracted :</p> <p><b>1. FM Radio and</b></p> <p><b>2. Returnee migrant network _____ ]</b></p> <p>Notes to Client: sub-contracting of the whole Services is not allowed. Out of total contract price upto 25% of sub-contracting is permitted. Also, Service Provider must specify the area of sub-contracting.</p>
<p><b>13.1 Clarification and Amendment of RFP</b></p>	<p>Clarifications may be requested no later than <b>10</b> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p><b>Chief Administrative Officer, Dhulikhel Municipality, Dhulikhel Kavrepalanchok</b></p> <p>E-mail: <a href="mailto:gautambidur072@gmail.com">gautambidur072@gmail.com</a></p>
<p><b>14.1.1 Preparation of Proposal-Specific Consideration</b></p>	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) non-shortlisted consultant(s): Yes <u>y</u> or No ___ (may be associated other than key expert)</p> <p>Or</p> <p>(b) other shortlisted Consultants: Yes _____ or No <u>y</u></p>
<p><b>14.1.2 Preparation of Proposal-</b></p>	<p><b>Not Applicable</b></p> <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>

<b>Specific Consideration</b>	<p>If used, insert the following:</p> <p><b>Estimated input of international Key Experts' time-input: _____ person-months.</b></p> <p><b>Estimated input of national Key Experts' time-input: _____ person-months</b></p> <p>OR</p> <p><b>Estimated total cost of the assignment for the assignment: _____ ]</b>  [Notes to Client: [Indicate only either time input (in person-month) or total cost, but not both]</p>																		
<b>14.1.3 Preparation of Proposal-Specific Consideration</b> (for time-based contracts only)	<p>[If not used, state "Not applicable". If used, insert the following:</p> <p><b>Minimum time-input of international Key Experts' is: _ person-months. Not Applicable</b></p> <p><b>Minimum time-input of national Key Experts' is: _____ person-months (Insert time input as per ToR)</b></p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, <b>the missing time input (expressed in person-month) is calculated as follows:</b></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>																		
<b>14.1.4 Preparation of Proposal-Specific Consideration and 27.2</b> (use for Fixed Budget method)	<p><b>The total available budget for this Fixed-Budget assignment is: NRS . 65,00,000.00 inclusive VAT. (VAT amount NRS. 8,45,000.00) Proposals <sup>1</sup> exceeding the total available budget will be rejected.</b></p> <table border="1" data-bbox="363 1310 1341 1734"> <thead> <tr> <th>S.N</th> <th>Local Government</th> <th>Main Heading</th> <th>Amount (inclusive vat)</th> </tr> </thead> <tbody> <tr> <td rowspan="6">1</td> <td rowspan="6">Dhulikhel Municipality</td> <td>Remuneration</td> <td>36,38,000.00</td> </tr> <tr> <td>Reimbursable Expenses</td> <td>7,00,000.00</td> </tr> <tr> <td>Training Expenses</td> <td>19,67,000.00</td> </tr> <tr> <td>overhead cost ( 3%) of total proposed cost+ Including Professional liblity insurance</td> <td>1,95,000.00</td> </tr> <tr> <td><b>MRC Palika total cost (A)</b></td> <td><b>65,00,000.00</b></td> </tr> <tr> <td><b>VAT 13%</b></td> <td><b>8,45,000.00</b></td> </tr> </tbody> </table>	S.N	Local Government	Main Heading	Amount (inclusive vat)	1	Dhulikhel Municipality	Remuneration	36,38,000.00	Reimbursable Expenses	7,00,000.00	Training Expenses	19,67,000.00	overhead cost ( 3%) of total proposed cost+ Including Professional liblity insurance	1,95,000.00	<b>MRC Palika total cost (A)</b>	<b>65,00,000.00</b>	<b>VAT 13%</b>	<b>8,45,000.00</b>
S.N	Local Government	Main Heading	Amount (inclusive vat)																
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		<b>VAT 13%</b>	<b>8,45,000.00</b>																

<sup>1</sup>The proposal refers to the proposed price in Form FIN-1.



<b>16.1 Financial Proposal</b>	<p>[A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added.]</p> <p><b>List of Reimbursable expenses:</b></p> <ol style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>(6) cost of reports production (including printing) and delivering to the Client;</li> <li>(7) other allowances where applicable</li> </ol> <p>[insert other relevant type of expenses, if/as applicable]</p> <p>Only for Time-Based Contracts:</p> <p>Provisional sums <b>NRs . 65,00,000.00</b></p>
<b>16.2 Financial Proposal- Price Adjustment</b>	<p><b>A price adjustment provision applies to remuneration rates:</b>  Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Applies to all Time-Based contracts with a duration exceeding 12 months.  If “Yes”, follow SCC 42.3</p>
<b>16.3 Financial Proposal- Taxes</b>	<p>[Insert the following:  <b>“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: <a href="http://www.ird.gov.np">www.ird.gov.np</a>.”</b></p>
<b>16.4 Financial Proposal- Currency of Proposal</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b>  Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. <b>Not Applicable</b>  <b>The Financial Proposal should be in Nepali Rupees</b></p>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1 Submission, Sealing and Marking of Proposal</b>	<p><b>The Consultants shall not</b> <del>“shall not”</del> <b>have the option of submitting their Proposals electronically.</b></p>



<b>17.5</b> <b>Submission, Sealing and Marking of Proposal</b>	<b>The Consultant must submit:</b> (a) <b>Technical Proposal:</b> one (1) original and <b>one (1)</b> [Insert number] copies; (b) <b>Financial Proposal:</b> one (1) original.				
<b>17.8</b> <b>Submission, Sealing and Marking of Proposal</b>	<b>The Proposals must be received at the address below no later than:</b>  <b>Date:</b> 21 <sup>st</sup> November 2022 ((२०७९।०८।०५) <b>Time:</b> "17:00 local time" <b>The Proposal submission address is: Dhulikhel Municipality, Dhulikhel Kavrepalanchok</b>  <hr/> <p>[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.]</p>				
<b>19.1</b> <b>Opening of Technical proposal</b>	<b>An online option of the opening of the Technical Proposals is offered:</b> Yes ___ or No <b>y</b> <p>[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.]</p> <b>The opening shall take place at:</b> <b>Dhulikhel Municipality, Dhulikhel Kabhrepalanchok</b> <b>Date: 22-11-2022</b> <b>Time: 14.00 PM Local Time</b> [The time should be immediately after the time for the submission deadline]				
<b>19.2</b> <b>Opening of Technical proposal</b>	In addition, the following information will be read aloud at the opening of the Technical Proposals : <ul style="list-style-type: none"> <li>Confirmation that invitation to submit proposal was not transferred to another party</li> </ul>				
<b>21.1</b> <b>Evaluation of Technical Proposals</b>	<b>For detail refe Table no. : 01-ITC (Evaluation Criteria)</b> The evaluation criteria, sub-criteria, and point system for the evaluation are: <table border="0" style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: center;"><u>Points</u></td> </tr> <tr> <td><b>(i) Specific experience of the consultants (as a firm) related to the assignment</b></td> <td style="text-align: center;"><b>20</b></td> </tr> </table> Number of projects carried out in the field of Safer Migration/Social Mobilization/ Human rights/Human trafficking/Empowerment of marginalized communities within 10 years. 4 projects plus safer migration related working experience 100% or 4 projects or above 80% or 3 projects 60% or		<u>Points</u>	<b>(i) Specific experience of the consultants (as a firm) related to the assignment</b>	<b>20</b>
	<u>Points</u>				
<b>(i) Specific experience of the consultants (as a firm) related to the assignment</b>	<b>20</b>				

2 projects (40%)

**(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference 30**

- (i) Realistic and implementable work plan and methodology
  - (a) Well understanding of providing information and counseling related with safer migration.
  - (b) Proposal of appropriate and innovative methodology for implementing safer migration programs through various mediums.
  - (c) Proposed work plan and methodology for proper coordination with Local Governments and district-based stakeholders related with foreign employment.
- (ii) Assurance of Monitoring and sensitivity towards gender and marginalized groups.
  - (a) Detailing about the process (tools, methods, approaches) for program and financial monitoring.
  - (b) Clear articulation of role and participation of stakeholders in the program monitoring, financial monitoring & evaluation processes and implementing of monitoring findings.
  - (c) Clear workplan and methodology to enhance and assurance of participation of gender and marginalized groups.
- (iii) Comments/response on TOR
  - (a) Clear understanding of the content and details of TOR.
  - (b) Relevancy and contextualization of TOR as per the district and local context.

*{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}*

*{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}*

(iii) Qualifications and Experience of the key staff for the Assignment

40

<i>Program Coordinator</i>	25
<i>Finance and Admin Officer</i>	15

The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant percentage weights:

	<p>(i) General Qualifications [insert weight between 20 – 30%]  (ii) Experience [insert weight between 50 – 60%]  (iii) Experience in region &amp; language (International Staff)  Or Experience in similar terrain [National Staff] [insert weight up to 10%-10]</p> <p style="text-align: right;">Total weight: 100</p> <p>(iv) Suitability of the transfer of knowledge program or training <u>10</u></p> <p>(v) Local participation (as reflected by nationals among key staff presented by foreign and local consultants.</p> <p style="padding-left: 40px;">(i) Project Related Transfer of knowledge to the local governments</p> <p style="padding-left: 80px;">(a) Budget (related to social issues) allocation by local governments with facilitation of the organization/firm.  (b) Experience related to handover of programs to government bodies  (c) Experience and examples related to facilitation in program replication on their own funds.</p> <p style="padding-left: 40px;">(ii) Good programs and plans proposed for the sustainability of the program</p> <p style="padding-left: 80px;">(a) Good exit strategies ensuring sustainability</p> <p style="text-align: right;">Total Points: 100</p> <p>The minimum technical score (St) required to pass is <b>y</b> [Insert number of points]: <b>75</b></p> <p>[The indicative range is 60 to 75 on a scale of 1 to 100]</p>
<b>23.1 Public Opening of Financial Proposals (for QCBS, FBS and LCS methods)</b>	<b>An online option of the opening of the Financial Proposals is offered:</b> Yes ___ or No <b>y</b> _____.
<b>23.1 and 23.2 Public Opening of Financial Proposals (for QCBS, FBS and LCS methods)</b>	<p>The Client will read aloud only overall technical scores.</p> <p>The unit rate for all Remuneration, Reimbursable and training expenses shall be read out and total of each financial proposal is recorded in the memo in the presence of the concerned officials and the representatives of the consultants, who choose to attend and signed by all who are present at the time of opening of Financial Proposal.</p>
<b>26.1</b>	<b>Not Applicable</b>

<b>Conversion to Single Currency</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is</b> indicate local currency or fully convertible foreign currency] _____</p> <p>[Note to Client: for ease of comparison, it is preferable to indicate in the currency of the budget]</p> <p><b>The official source of the selling (exchange) rate is:</b> _____</p> <p><b>The date of the exchange rate is:</b> _____</p> <p>[The date shall either be 30 days prior to the deadline for submission or the deadline for proposals submission.]</p>
<b>27.1 Combined Quality and Cost Evaluation [a. QCBS only]</b>	<p><b>Not Applicable</b></p> <p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  T = _____ [Insert weight:], and  P = _____ [Insert weight:]</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 x T% + Sf x P%.</p>
<b>D. Negotiations and Award</b>	
<b>28.1 Negotiations</b>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date: 13rd-December-2022</b></p> <p><b>Address: Dhulikhel Municipality, Dhulikhel Kavrepalanchok</b></p>
<b>30.4 Award of Contract</b>	<p><b>Expected date for the commencement of the Services:</b>  <b>A. Date: 16-December-2022 at: Dhulikhel Municipality, Dhulikhel Kavrepalanchok</b></p>

<b>31.1 Request for Information/ Complaints</b>	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of NPR..... <b>[specify an amount between 0.40 % of the estimate.</b>
<b>33.2 Conduct of Consultants</b>	A list of blacklisted firms is available at the PPMO's website <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a>

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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: {Name and address of Client}

Dear Sirs:

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

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

OR

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

We hereby declare that:

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

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

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

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

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**FORM TECH-2****CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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

**A - Consultant's Organization**

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

**B - Consultant's Experience**

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



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

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

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

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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**

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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}

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**FORM TECH-4****DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

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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.}
- 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.}

## FORM TECH-5

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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



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

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. 3 “Home” means work in the office in the expert’s place of residence. “Field” work means work carried out in the site.

 Full time input  
 Part time input

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## FORM TECH-7

## CURRICULUM VITAE (CV)

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

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

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

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

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

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

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

**Certification:**

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

*(i) This CV correctly describes my qualifications and experience*

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

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

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

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

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

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

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

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

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

Full name of authorized representative:

\_\_\_\_\_




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## 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
  - FIN-3 Breakdown of Remuneration
  - FIN-4 Other Expenses, Provisional Sums
- 

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

.....Municipality, xx-xx-2022  
{Location, Date}

To: .....Municipality,  
.....District {Name and address of Client}

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full}: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_

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

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

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

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

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### FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
<b>Competitive Components</b>				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
<b>Sub-Total</b>				
<b>Non-Competitive Components</b>				
Provisional Sums				
<b>Sub-Total</b>				
<b>Total Cost of the Financial Proposal<sup>2</sup></b>				
Value Added Tax (VAT)				

<sup>2</sup> Should match the amount in Form FIN-1.

**FORM FIN-3A BREAKDOWN OF REMUNERATION <sup>3</sup>**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
<b>KEY EXPERTS (International)<sup>4</sup></b>									
1.									
2.									
<b>Sub-Total Costs</b>									
<b>KEY EXPERTS (National)</b>									
1.									
2.									
<b>Sub-Total Costs</b>									
<b>Total Costs: Key Experts (International and National)</b>									
<b>NON-KEY EXPERTS/SUPPORT STAFF</b>									
1.									
2.									

<sup>3</sup> In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

<sup>4</sup> As identified in the Summary and Personnel Evaluation Sheet.

<b>Total Costs: Non-Key Experts/Support Staff</b>								
<b>TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF</b>								

**CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES  
(EXPANDED FORM TO FIN-3B – QBS)- NOT APPLICABLE**

**(EXPRESSED IN [INSERT NAME OF CURRENCY\*])**

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges<sub>1</sub></i>	<i>Overhead<sup>1</sup></i>	<i>Subtotal</i>	<i>Profit<sup>2</sup></i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour<sub>1</sub></i>
<i>Home Office</i>									
<i>Client's Country</i>									

\* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Reimbursable Expenses</b>								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport transportation}	{Trip}							
{e.g., Communication costs}								
{ e.g., reproduction of reports}								
{e.g., Office rent}								
<b>Sub-Total: Reimbursable Expenses</b>								
<b>Provisional Sums</b>								
Item 1								
Item 2								
<b>Sub-Total: Provisional Sums</b>								
<b>Total: Reimbursable Expenses + Provisional Sums</b>								

\* Provisional Sums must be expressed in the currency indicated in the data sheet.



## 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

For the purpose of International Shortlisting: **“all Countries”**

For DP funded: **attach list as per their list of eligible countries**

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## 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 program 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.

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## Section 7. Terms of Reference

### For

## Selection of Local Service Provider

[Sample structure]

- (a) Background and objective of the assignment to be performed by the consultant,
- (b) Scope of the consultant and the assignment to be performed by him/her,
- (c) If the study and the basic data concerning the assignment is available, details thereof,
- (d) If the consultant is required to transfer any knowledge or skill to the Public Entity, details thereto,
- (e) If training is to be provided, number of the employees to be trained,
- (f) The functions and qualifications of the key personnel of the consultant and the estimated time required for the work to be performed by them,
- (g) Time for commencement and completion of assignment by the consultant,
- (h) Details of the information, physical facilities and equipment to be provided by Public Entity to the consultant, and
- (i) Details of the report, data, drawing and survey report etc. to be submitted by the consultant.

### कार्य क्षेत्रगत शर्त

#### (Terms of Reference for Local Service Provider)

धुलिखेल नगरपालिकामा सुरक्षित आप्रवासन कार्यक्रम (सामी) अन्तर्गत सुरक्षित वैदेशिक रोजगारी सम्बन्धि आप्रवासी स्रोत केन्द्र (सूचना केन्द्र) सञ्चालन, वित्तीय सक्षरता कक्षा, मनोसामाजिक परामर्शसेवा तथा परिचालन परिचालन कार्यक्रम सञ्चालनार्थ स्थानीय सेवा प्रदायक संस्थाका लागि कार्य क्षेत्रगत शर्त,

#### क) परामर्शदाताले गर्नु पर्ने कामको पृष्ठभूमि र उद्देश्य:-

##### (क). पृष्ठभूमि:-

नेपालको सन्दर्भमा वैदेशिक रोजगारी जिवीकोपार्जनको एक प्रमुख माध्यमको रूपमा रहेको देखिन्छ । वैदेशिक रोजगारीले नेपालको गरिवी न्यूनीकरणमा महत्वपूर्ण भूमिका खेलेको छ । वैदेशिक रोजगारबाट प्राप्त विप्रेषणले परिवार तहमा मात्र नभई राज्यको समग्र आर्थिक सुचकलाई सन्तुलन गर्न ठुलो टेवा दिएको छ । वैदेशिक रोजगारी नेपालकालागि वैदेशिक मुद्रा आर्जनको सबैभन्दा ठुलो स्रोत रहेको छ र नेपालको आयातमुखी अर्थतन्त्र धान्नकालागि सबैभन्दा बढि योगदान दिई रहेको छ । यी सबै महत्वपूर्ण तथ्य तथ्याङ्कहरूका बावजुद वैदेशिक रोजगारको क्षेत्र विभिन्न कारणले समस्याग्रस्त रहेको छ । विशेष गरी वैदेशिक रोजगारीमा जाने कामदार तथा तिनका परिवार र साथै राज्यले यस क्षेत्रबाट जुन मात्रामा लाभ पाउनु पर्ने हो त्यो प्राप्त गर्न नसकिरहेको परिस्थिती देखिन्छ । वैदेशिक रोजगारीमा जाने ठुलो संख्याका कामदार तथा तिनका परिवारहरू ठगी, शोषण तथा विभिन्न प्रकारका धोकापूर्ण अवस्थामा परेका देखिन्छन् भने यसैका कारणले राज्य, समाज तथा परिवारले बढ्दो सामाजिक लागतको भार समेत ब्योहोर्नु पर्ने परिस्थिती सृजना भएको देखिन्छ ।

उल्लेखित परिवेशलाई सम्बोधन गर्दै वैदेशिक रोजगारलाई सुरक्षित, व्यवस्थित, मर्यादित, उपलब्धिमुलक एवं शोषण रहित बनाउन नेपाल सरकार र स्वीस सरकारको द्विपक्षीय सम्झौता अनुसार सुरक्षित आप्रवासन कार्यक्रम (सामी तेस्रो चरण) श्रम, रोजगार तथा सामाजिक सुरक्षा मन्त्रालय अन्तर्गत सञ्चालनमा रहेको छ। यस कार्यक्रम अन्तर्गतका ३८ जिल्लाका १५६ स्थानीय तहहरूमा सञ्चालन हुँदै आएको छ। सामी कार्यक्रम (तेस्रो चरण) २०७५ भाद्र ३१ देखि शुरु भई २०७९ अषाढ ३१ सम्ममा (तदनुसार १६ सेप्टेम्बर २०१८ देखि १५ जुलाई २०२२ सम्म) सम्पन्न हुने उल्लेख भए पनि हाल नेपाल सरकार र स्वीस सरकारबीचको सहमति अनुसार कार्यक्रमको अवधि २ वर्ष थप गरी २०७९ श्रावण १ देखि २०८१ आषाढ ३१ सम्म ( तदनुसार १६ जुलाई २०२२ देखि १५ जुलाई २०२४ सम्म)सञ्चालन हुनेछ। श्रम, रोजगार तथा सामाजिक सुरक्षा मन्त्रालयको नीतिगत अगुवाई, प्रदेश सरकारको श्रम तथा रोजगारसँग सम्बन्धित मन्त्रालयको समन्वय साथै कार्यक्रम लागू भएका स्थानीय सरकारको नेतृत्वमा कार्यक्रम सञ्चालन हुनेछ। कार्यक्रम सञ्चालनमा स्वीस सरकारको तर्फबाट हेल्भेटास नेपालले प्राविधिक सहयोग उपलब्ध गराउनेछ। कार्यक्रमको मुख्य क्रियाकलापहरूमा आप्रवासी श्रोत केन्द्र लगायत अन्य विभिन्न माध्यमबाट सुरक्षित आप्रवासन सम्बन्धि जनचेतना, वैदेशिक रोजगारीमा जानु पूर्व आवश्यक सुचना तथा परामर्श, सीप विकास तालिमको लागि अभिप्रेरित तथा सहयोग, वैदेशिक रोजगारीका पीडितहरूलाई कानुनी उपचार, मनोसामाजिक परामर्श सहयोग, वित्तीय साक्षरता, गन्तव्य मुलुकमा समस्यामा परेमा सहयोग, वैदेशिक रोजगारी सम्बन्धि अनुसन्धान, सेवा प्रदायक संस्थाहरूको क्षमता विकास, कार्यक्रम मार्फत प्रदान भई रहेका सेवाहरू दिगो रूपमा सञ्चालन गर्न स्थानीय सरकार र प्रदेश सरकारलाई आवश्यक नीति, कार्यविधि, योजना तर्जुमा तथा कार्यान्वयनको लागि आवश्यक सहयोग पुऱ्याउने आदि रहेका छन्। वैदेशिक रोजगारमा जान इच्छुक महिला तथा पुरुषहरूलाई आवश्यक र सही सूचना प्रदान गरी उनीहरूलाई जानकारी गराई स्वनिर्णय गर्ने क्षमताको विकास गर्न मद्दत गर्ने यस कार्यक्रमको ध्येय रहेको छ।

संविधान र अन्य विभिन्न ऐनहरूले स्थानीय सरकारलाई महत्वपूर्ण अधिकार, जिम्मेवारी तथा दायित्वहरू सुम्पिएको छ। यस सन्दर्भमा त्यस्ता कार्यहरू सम्पन्न गर्न स्थानीय सरकारले आवश्यकता अनुसार सेवा प्रदायक संस्था छनौट गरि कार्य संचालन गर्न सक्ने अधिकार पनि प्राप्त छ। स्थानीय तहहरूमा सञ्चालन गर्ने क्रियाकलापहरू स्थानीय सेवा प्रदायक संस्था मार्फत प्रदान गर्न सक्षम सेवा प्रदायक संस्था छनौट गरी सोही मार्फत कार्य सञ्चालन गर्ने पद्धति अवलम्बन गरेको छ। कार्यक्रम मार्फत प्रदान भई रहेका सेवाहरू दिगो रूपमा सञ्चालन गर्न स्थानीय सरकारको राजनैतिक (जनप्रतिनिधि) तह, नीति निर्माण तह, संरचनागत (प्रशासनिक) तह एवम् योजना निर्माण तहहरूसँग आवश्यक सहकार्य गर्नु पर्नेछ। यस जिल्लामा एकवटा मात्र स्थानीय सरकारको पहलमा खरिद कार्यविधि सहज र प्रभावकारी बनाई कार्यक्रम आयोजना संचालन हुनेछ।

**(ख) परामर्शदाताले गर्नु पर्ने कामको उद्देश्य:-**

**कार्यक्रमको लक्ष्य:-**

सामी कार्यक्रमको समग्र दुरदृष्टि र लक्ष्य “वैदेशिक रोजगारमा रहेका नेपाली कामदार र तिनका परिवार सम्बन्धित राज्य संयन्त्रबाट संरक्षित तथा गन्तव्य मुलुकमा मर्यादित कार्य वातावरणबाट लाभान्वित हुनेछन्” रहेको छ। यस अनुसार सामीकार्यक्रमको प्रमुख उपलब्धी महिला तथा पुरुष आप्रवासी कामदार र उनका परिवार एवं सीमान्तकृत समूह समेतको, वैदेशिक रोजगारीबाट प्राप्त हुने प्रतिफलमा वृद्धि र आप्रवासनका कारणबाट सृजित सामाजिक असरहरू एवं लागत न्यूनीकरण भएको हुने तथा तीनै तहका सरकारहरूले प्रभावकारी संयन्त्रको प्रयोगद्वारा वैदेशिक रोजगारीमा रहेका कामदार तथा उनका परिवारहरूको संरक्षण गर्ने रहेका छन्। यस कार्यक्रमको प्रमुख प्रतिफल तथा उद्देश्यहरू तपसिल बमोजिम रहेका छन् :

- ख.१.१. कार्यक्रम सञ्चालन भएका स्थानीयतहहरूका वैदेशिक रोजगारमा जाने चाहने महिला तथा पुरुषहरूमा आफ्नो वैदेशिक रोजगारीलाई कसरी सुरक्षित बनाउने भन्ने विषयमा सूचनाको पहुँच पुगेको हुनेछ।
- ख.१.२. वैदेशिक रोजगारीका क्रममा ठगी वा शोषणमा परेका पीडित आप्रवासी कामदारलाई कानुनी उपचार तथा यस सम्बन्धी अन्य सेवाहरू प्राप्त हुनेछ।
- ख.१.३. वैदेशिक रोजगारको क्रममा पीडामा परेका कामदार तथा उनका परिवारहरूलाई सामाजिक सहयोग प्राप्त हुनेछ।
- ख.१.४. वैदेशिक रोजगारीमा जाने आप्रवासी कामदारले श्रम गन्तव्य मुलुकका रोजगार दाताहरूबाट मान्यता प्राप्त सीप प्राप्त गर्नेछन्।
- ख.१.५. वैदेशिक रोजगारीमा रहेका कामदारका परिवारहरूले प्राप्त विप्रेषणको व्यवस्थापन तथा बचत वृद्धि गर्न आवश्यक सीप हासिल गर्नेछन्।
- ख.१.६. प्रभावकारी नीतिगत छलफलका लागि आप्रवासी हक अधिकारकर्मीहरूसँग आवश्यक सीप तथा प्रमाणहरू हुनेछन्।
- ख.२.१. सुरक्षित र व्यवस्थित वैदेशिक रोजगारको सुनिश्चितता गर्न श्रम, रोजगार तथा सामाजिक सुरक्षा मन्त्रालयको क्षमता विकास भएको हुनेछ।

- ख.२.२ वैदेशिक रोजगार विभागमा स्थापित वैदेशिक रोजगार सूचना व्यवस्थापन प्रणालीको प्रभावकारी संचालन तथा विस्तार हुनेछ ।
- ख.२.३ वैदेशिक रोजगार सम्बन्धी आप्रवासी श्रोत केन्द्रहरूलाई सहयोग गर्न वैदेशिक रोजगार बोर्डमा राष्ट्रिय आप्रवासी श्रोत केन्द्रको विकास गरिएको हुनेछ साथै वैदेशिक रोजगारको लागि सीप/तालिम प्रदान गर्न संयन्त्रको विकास हुनेछ ।
- ख.२.४ वैदेशिक रोजगार सम्बन्धि रणनीतिक तथा समन्वयात्मक भूमिका निर्वाह गर्न छानिएका प्रदेश सरकारहरूको क्षमता अभिवृद्धि हुनेछ ।
- ख.२.५ वैदेशिक रोजगार सम्बन्धी सेवाहरू सञ्चालन गर्न आप्रवासी श्रोत केन्द्र रहेको स्थानीय तह र अन्य स्थानीय तहहरूले सहयोग गर्नेछन् ।
- ख.२.६ आप्रवासी श्रोतकेन्द्रहरूले सुरक्षित आप्रवासन सम्बन्धी सेवाहरू प्रभावकारी रूपमा प्रवाह गर्न आवश्यक सहयोग पुर्याउने छन् ।

कार्यक्रमले संघीय, प्रदेश तथा स्थानीय सरकारहरूमा विभिन्न सरोकारवाला निकायहरूसँग सहकार्य गर्दछ । कार्यक्रमले संघीय स्तरमा विशेषगरी श्रम, रोजगार तथा सामाजिक सुरक्षा मन्त्रालय, वैदेशिक रोजगार बोर्ड र वैदेशिक रोजगार विभाग, आप्रवासन सम्बन्धीकार्य गर्ने अन्य राष्ट्रिय तथा अन्तर्राष्ट्रिय संस्थाहरूसँग सहकार्य गर्दछ । प्रदेश स्तरमा सामाजिक सुरक्षा मन्त्रालय/सम्बन्धित मन्त्रालय र स्थानीय स्तरहरूमास्थानीय सरकारहरू, जिल्ला/ईलाका प्रशासन कार्यालय, स्थानीय सुरक्षा निकाय आदिसँग निकट रहेर कार्य गर्दछ । यस कार्यक्रमका लागि सामी/हेल्भेटास स्वीस इन्टरकोअपरेसन नेपालले प्राविधिक सहयोगी संस्थाको रूपमा काम गर्नेछ । सामी/हेल्भेटास स्वीस इन्टरकोअपरेसन नेपाललाई कार्यक्रम सहयोग ईकाई पनि भनिन्छ ।

सुरक्षित आप्रवासन कार्यक्रम लागु भएका रोल्पा नगरपालिका, सुनिलस्मृति गाउँपालिका र परिवर्तन गाउँपालिकाले संयुक्त रूपमा एउटा स्थानीय सेवा प्रदायक संस्था छनौट गरी सुरक्षित वैदेशिक रोजगारी सम्बन्धी सचेतीकरणका कार्यक्रमहरू सञ्चालन, मनोसामाजिक परामर्श सेवा तथा वित्तिय साक्षरता कक्षा तथा आप्रवासी श्रोत केन्द्र सञ्चालन तथा व्यवस्थापनका लागि यो कार्य क्षेत्रगत शर्तहरू तयार पारिएको छ ।

#### **(ग) परामर्शदाताको कार्यक्षेत्र र निजले सम्पादन गर्नु पर्ने कार्यहरू:-**

प्रस्तुत परामर्श सेवाको लागि परामर्शदाताले तपसिल बमोजिमको कार्यहरू सम्पादन गर्नुपर्नेछ :

#### **ग.१. अध्ययनसामग्रीहरूको पुनरावलोकन (Review of Literature):**

परामर्शदाताले करार सम्झौता गरेपछि करारसंग सम्बन्धीत सुरक्षित आप्रवासन सम्बन्धी विषयका कागजात वा सो सम्बन्धी जानकारी मुलक पुस्तक वा अध्ययन अनुसन्धान प्रतिवेदनहरू, कार्यक्रम कार्यान्वयन निर्देशिका, कार्यविधिहरूको अध्ययन गर्नुपर्नेछ । यसै सम्बन्धमा कामसंग सम्बन्धीत कार्यक्षेत्र तथा स्थानका वैदेशिक रोजगार सम्बन्धी समग्रमा देखिएका समस्या र उपलब्ध तथ्याङ्क समेत अध्ययन तथा सुचना संकलन गर्नुपर्नेछ । प्रस्तुत अध्ययन विशेष गरी परामर्शदाताले काम शुरु गर्नु भन्दा अघि कामसंग सम्बन्धीत समग्र विषय वस्तु तर सम्बन्धीत विषयको जानकारी हुनुपर्ने उद्देश्यले अध्ययन गर्नु पर्नेछ ।

#### **ग.२. पदाधिकारीहरूसंग बैठक र छलफल (Meeting with Officials):**

अध्ययन पुनरावलोकनको कार्यसंगै कामको जानकारी भए पछि परामर्शदाताले गर्नु पर्ने कामको आधारमा समेत स्थानीयतहका सम्बन्धीत पदाधिकारीहरूसंग करार सम्झौताको विषयमा कामको प्रकृति, समस्या र गर्नुपर्ने कामको बारेमा जानकारी हासिल गर्नको लागि औपचारिक बैठक वा छलफलको आयोजना गर्नुपर्नेछ । सो बैठक वा छलफलमा सम्बन्धीत

पदाधिकारीहरु संग भएको छलफलको विषयमा बैठकको निर्णय समेत उल्लेख गरी सो आधारमा प्राप्त राय सुझाव वा निर्देशन संकलन गर्नु पर्दछ ।

### ग.३. प्रारम्भिकप्रतिवेदन (Inception Report):

सामग्री अध्ययन र प्रारम्भिक सुचनाको संकलन तथा करार समन्वयकर्ता वा व्यवस्थापकको साथै स्थानीय तहका सम्बन्धीत पदाधिकारीहरुसंगको बैठक र छलफल पश्चात् कुनै निर्देशन प्राप्त भएको भए सो समेतको आधारमा परामर्शदाताले समग्र कार्य क्षेत्रगतशर्तका कार्यहरु सम्पन्न गर्नु पर्ने क्रमबद्धता र समयको साथै वस्तुगत आधारमा परामर्शदाताले राखेको उद्देश्य र कार्य सम्पन्न गर्नु पर्ने विषयमा कुनै कार्यदिशा एकीन गर्नु पर्ने भएमा सो अनुसार समग्र कार्य क्षेत्रगतशर्तको बुझाई, समय तालिका र कार्यक्रम बद्धता वा कार्य सम्पन्न गर्न कुनै अन्य आवश्यक काम गर्नुपर्ने भए सो समेत उल्लेख गरी काम गर्ने पहुँच (बुझाई/बुझाई) को दृष्टिकोण प्रस्तुत गर्नु पर्नेछ । यस्तो प्रतिवेदन सम्बन्धित स्थानीय सरकारबाट कार्यक्रमको लागि तोकिएको सम्पर्क व्यक्ति समक्ष पेश गर्नुपर्नेछ । यस सम्बन्धमा सो प्रतिवेदन अनुसार काम गर्न निजको लिखित जानकारी प्राप्त गरी कुनै निर्देशन भए सो समेतको आधारमा करार सम्झौताको आधारमा तोकिएको समय तालिका बमोजिम उल्लिखित कामहरु शुरु गर्नु पर्नेछ ।

### ग.४. मुख्यमुख्यकार्यहरु:

प्रस्तुत परामर्श सेवाको लागि परामर्शदाताले तपसिल बमोजिको कार्यहरु कार्य तालिका (Work Schedule) समेतको आधारमा तपसिल बमोजिमका कार्यहरु सम्पन्न गर्नुपर्नेछ :

ग.४.१. कार्यालय स्थापना (Office setup) का लागि फर्निचर तथा अन्य सामग्रीहरुको व्यवस्थापन: परामर्शदाताले करार सम्झौता गरे पछि कामको पायक पर्ने स्थान तथा स्थानीय सरकारसंग समन्वय गर्न सहज हुने स्थानमा आफ्नो कार्यालय स्थापना गर्नु पर्नेछ । कार्यालयको लागि आवश्यक पर्ने विद्युतीय मालसामान (कम्प्युटर, ल्यापटप, इन्टरनेट, टेलिफोन आदि), फर्निचर तथा अन्य आवश्यक सामग्रीहरु आवश्यकतानुसार आफै व्यवस्थापन गरी चुस्त दुरुस्त कार्यालय व्यवस्थापन गर्नुपर्नेछ ।

ग.४.२. कर्मचारीहरु तथा स्वयं सेवक भर्ना र तालिम: परामर्शदाताले कार्य सम्पादन गर्ने सिलसिलामा सम्बन्धीत स्थानीय तहहरुमा काम गर्नका लागि दक्ष कर्मचारी तथा स्वयं सेवकहरु भर्ना गर्नुपर्नेछ । यसरी भर्नाको कार्य गर्दा तपसिल बमोजिमको कार्यहरु गर्नुपर्नेछ :

ग.४.२.१. सम्बन्धित स्थानीय सरकार र प्राविधिक सहयोगी संस्थासंगको समन्वय र सहकार्यमा अनुच्छेद २.१ मा उल्लेख भए अनुसार योग्यता पुगेका र दक्ष कर्मचारीहरुको तोकिएको छनौट आधार (योग्यता, दक्षता, क्षमता तथा अनुभव) तोकिएको आधारहरु पूरा गर्ने गरी निष्पक्ष रुपमा नियुक्ति गर्नुपर्नेछ ।

ग.४.२.२. कर्मचारी तथा स्वयंसेवकहरुलाई संस्थाको जिम्मेवारी, समग्र कार्यक्रमका क्रियाकलापहरु, कार्यक्रमबद्धता, समन्वयको आधार तथा संचार व्यवस्थापन समेतको जानकारी गराई निजको आफ्नो कामको काम कर्तव्य र अधिकारको साथै नजितामुलक कार्यविवरण तथा प्रतिवेदन समेतको लागि तालिम सामग्रीहरु समेत तयार गरी सो आधारमा अल्पकालिन अभिमुखीकरण तथा तालिम गरेर मात्र परिचालन गर्नुपर्नेछ ।

ग.४.२.३. कर्मचारीहरुलाई स्पष्ट र नतिजामुलक कार्य विवरण तथा समय तोकिएको सो समय तालिका बमोजिम मापन गर्न सकिने गरी कार्य सम्पादन करार गरी काममा परिचालन गर्नुपर्नेछ ।

ग.४.३. सूचनामा पहुँच हुने गरी कार्य व्यवस्था गर्नुपर्ने: परामर्शदाताले सुचना केन्द्रको माध्यमबाट आप्रवासन सम्बन्धी कार्यहरु गर्दा सम्बन्धीत सरोकारवालाहरुलाई सूचनामा पर्याप्त पहुँच हुने गरी कार्य व्यवस्थापन गर्नुपर्ने छ । सूचनामा पहुँचको लागि सरल, स्पष्ट, पारदर्शी तथा व्यवस्थापन योग्य हुने किसिमले गर्नुपर्नेछ । सूचनाको गाम्भीर्यता, गुणस्तरीयता र समय अनुकूल तथा लक्षित सरोकारवालाहरुलाई दृष्टिगत गरी सम्प्रेषण हुने व्यवस्था गर्नुपर्नेछ । यस सम्बन्धमा परामर्शदाताले तपसिल बमोजिमका कार्यहरु समेत सम्पादन गर्नुपर्नेछ :



जिल्ला प्रशासन कार्यालयमा आप्रवासी श्रोत केन्द्रको स्थापना, सञ्चालन तथा व्यवस्थापन: परामर्शदाताले रोल्पा जिल्लाको जिल्ला प्रशासन कार्यालयमा आप्रवासी श्रोत केन्द्रको सञ्चालन तथा व्यवस्थापन गर्नु पर्नेछ ।

आप्रवासी श्रोत केन्द्रको संचालन बिना कुनै अवरोध र निरन्तर हुने गरी समय, कर्मचारी र कार्य व्यवस्थापन गर्नु पर्नेछ । आप्रवासी श्रोत केन्द्रको व्यवस्थापन परामर्शदाताले प्रभावकारी र मितव्ययीता समेतलाई ध्यानमा राखी व्यवस्थापन कार्य कुशलता हुने गरी गर्नुपर्नेछ । श्रोत केन्द्रका परामर्शदाताहरूको लागि उपलब्ध सहयोगी पुस्तिका अनुसार परामर्श प्रदान गर्नु पर्नेछ । सेवाग्राहीहरूको विवरण कार्यक्रम सहयोग इकाईले उपलब्ध गराएको ढाँचा अनुसार अभिलेख गर्ने तथा अनलाइन विवरण भर्नु पर्नेछ, प्राप्त वैदेशिक रोजगार सम्बन्धि उजुरी तथा समस्याहरूलाई समाधानका लागि सम्बन्धित प्राविधिक सेवा उपलब्ध गराउने संस्था तथा सरकारी संयन्त्रमा सिफारिस गर्नु पर्नेछ । सीप तालिमको लागि सिफारिस गर्नु पर्नेछ । तोकिएको मिति तथा स्थानमा प्रतिवेदन पेश गर्नु पर्नेछ ।

**ग.४.३.१ जानकारीमूलक सूचना (Visiting card) छपाई तथा वितरण गर्ने:** आप्रवासन सम्बन्धी सूचना व्यवस्थापन गर्ने सम्बन्धमा जानकारी मूलक सूचना (Visiting Card) छपाई तथा वितरण गर्नुपर्नेछ । यस्तो भिजिटिंग कार्डको नमुना कार्यक्रम सहयोग इकाईले उपलब्ध गराए अनुसार छपाई गर्नुपर्नेछ । यसको वितरण व्यवस्था सरोकारवाला वर्गसम्म पहुँच योग्य हुने किसिमले गर्नुपर्नेछ । वितरण व्यवस्था प्रभावकारी बनाउन सो को वितरण स्थान वा वर्गको पूर्व निर्धारण गर्नुपर्नेछ ।

**ग.४.३.२. आप्रवासी श्रोत केन्द्रमा व्यक्तिगत तथा समूह परामर्श प्रदान:** परामर्शदाताले संचालन र व्यवस्थापन गरेको केन्द्रमा सरोकारवाला वर्गको पहुँचको समयमा आवश्यकतानुसार व्यक्तिगत तथा सामुहिक परामर्श हुने व्यवस्था गर्नुपर्नेछ । आप्रवासी श्रोत केन्द्रका परामर्शदाताहरूको लागि उपलब्ध सहयोगी पुस्तिका अनुसार व्यक्तिगत तथा समूह परामर्श प्रदान गर्नु पर्नेछ । यस्तो परामर्श सरोकारवाला वर्गको प्रकार तथा प्रकृति, समस्याको गहनता, आवश्यकता समेतलाई ध्यानमा राखी व्यक्तिगत गोप्यता समेतको कुरालाई ध्यानमा राखी संचालन गर्नुपर्नेछ । परामर्श हुने समय तथा स्थानको व्यवस्था गरी सो समयमा परामर्श दिने कर्मचारी वा विशेषज्ञको उपलब्धता हुने व्यवस्था गर्नुपर्नेछ । परामर्श प्रदान गरेको व्यक्ति वा संस्थाको नाम ठेगाना तथा परामर्शको प्रकार र परामर्श उपलब्ध गराएको मिति समेतको अभिलेख गरी आवश्यकतानुसार स्थानीय सरकार वा सरोकारवाला वर्गहरूलाई करार सम्झौतामा तोकिए अनुसारको आधिकारीक व्यक्ति समक्ष उपलब्ध गराउने व्यवस्था गर्नुपर्नेछ ।

**ग.४.३.३. अनुशरण गर्ने (Follow up) गर्नुपर्ने :** परामर्शदाताले सूचना/परामर्श प्रदान गरे पछि सम्भावित आप्रवासी भनी पहिचान भएका व्यक्तिहरूलाई फोन मार्फत अनुशरण गर्नुपर्ने छ । यसरी अनुशरण गर्दा प्रत्येक सम्भावित आप्रवासीहरूको संख्या मध्ये कम्तीमा १० प्रतिशतको अनुशरण गर्नुपर्नेछ । यसरी अनुशरण गरिएको व्यक्तिहरूको अभिलेख पनि खडा गरी प्रतिवेदन समेत तयार गर्नुपर्नेछ । यसको लागि फारम तथा ढाँचा कार्यक्रम सहयोग इकाईले उपलब्ध गराउने छ । सो विवरणहरू कार्यक्रमले विकास गरेको अनलाइन प्रणालीमा प्रविष्टि गर्नुपर्नेछ ।

**ग.४.३.४. स्वयंसेवकहरूको छनौट, अभिमुखीकरण र परिचालन :** परामर्शदाताले सम्बन्धित जिल्ला वा स्थान विशेषमा वैदेशिक रोजगारीबाट फर्केर आएका स्वयंसेवक (Returnee Volunteer) छनौट गरी अभिलेख राख्नु पर्नेछ । निजहरूलाई आप्रवासन सम्बन्धी काममा लगाउनु अघि आप्रवासन सम्बन्धी कार्यहरू तोक्यो सो आधारमा काम कर्तव्य र अधिकारको समेत अभिमुखीकरण गरी निजहरूलाई कार्यक्रमको उपयुक्त कार्यक्षेत्रमा परिचालन गर्नुपर्ने छ । परिचालन भएको आधारमा निजहरूको कार्यक्षेत्र अनुसारको अभिलेख किताव राख्ने व्यवस्था समेत गर्नुपर्नेछ । स्वयंसेवक छनौट र परिचालन सम्बन्धि कार्यविधि कार्यक्रम सहयोग इकाईले उपलब्ध गराउने छ ।

**ग.४.३.५. सुरक्षित वैदेशिक रोजगार सम्बन्धी समुदायमा गहन अभिमुखीकरण:** आफ्नो कार्यक्षेत्र भित्रका वैदेशिक रोजगारमा जान चाहने सम्भावित आप्रवासी कामदारहरूलाई सुरक्षित वैदेशिक रोजगार सम्बन्धी समुदायमा गहन अभिमुखीकरण कार्यक्रम संचालन गर्नुपर्नेछ । यसको लागि कार्यक्रम सहयोग इकाईले सुरक्षित वैदेशिक रोजगार सम्बन्धी विषयका अभिमुखीकरण सम्बन्धी पाठ्यक्रम सामग्री उपलब्ध गराउनेछ । यस्तो सेसनको संक्षिप्त मासिक प्रतिवेदन समेत तयार गर्नुपर्नेछ ।

ग.४.३.६. **समुदाय स्तरमा सुरक्षित वैदेशिक रोजगार सम्बन्धि अभिमुखिकरण:** आफ्नो कार्यक्षेत्रमा सबै समुदाय समेटने र प्रतिनिधित्व हुने गरी समुदाय स्तरमा विभिन्न समूहहरूलाई सुरक्षित वैदेशिक रोजगार सम्बन्धि अभिमुखिकरण गर्नुपर्नेछ। यस्तो अभिमुखिकरण गर्दा सो सम्बन्धी पाठ्य सामग्री कार्यक्रम सहयोग इकाइले उपलब्ध गराउने छ। यस्तो कार्यक्रम सम्बन्धीत वडा कार्यालय वा सामुदायिक स्तरका भवन वा अन्य उपयुक्त स्थानमा संचालन गर्नुपर्नेछ। यस्तो अभिमुखीकरणको हाजिर अभिलेख र संक्षिप्त प्रतिवेदन तयार गर्नुपर्नेछ।

ग.४.३.७. **स्थानीय संचार माध्यमबाट सुरक्षित वैदेशिक रोजगारी सम्बन्धी सुचना प्रसारण गर्नुपर्ने:** सुरक्षित वैदेशिक रोजगारीका विभिन्न सवालहरूमा मुख्य मुख्य विषयहरू समेटी आवश्यकतानुसार स्थानीय एफएम रेडियो मार्फत जिंगल प्रसारण गर्न स्थानीय क्षेत्रमा बढी कभरेज भएको एफ एम रेडियो छनौट गर्नु पर्नेछ। वैदेशिक रोजगारी सम्बन्धी छोटो सुचनाहरू कार्यक्रम सहयोग इकाइले राष्ट्रिय सञ्चार साभेदार संस्था मार्फत उपलब्ध गराउने छ। यस्तो सुचना स्थानीय एफ.एम रेडियोहरूबाट तोकिएको समय र अवधिको लागि प्रसारण गर्नुपर्नेछ। प्रसारित सामग्रीहरूको ब्रोडकास्टिड प्रमाणपत्र उपलब्ध गराउनु पर्नेछ। साथै जिंगल वा प्रसारण सामग्री सुरक्षित साथ राख्नुपर्नेछ र सोको प्रगति प्रतिवेदन पेश गर्नुपर्नेछ।

ग.४.३.८. **पत्रकारहरूसंग सुरक्षित वैदेशिक रोजगारी संवन्धी अन्तरक्रिया कार्यक्रम:** परामर्शदाताले सम्बन्धित स्थानीयतह र कार्यक्रम सहयोग इकाईका प्रतिनिधि समेतको समन्वयमा सम्बन्धीत क्षेत्रका संचारकर्मी तथा पत्रकारहरूसंग सुरक्षित वैदेशिक रोजगारी सम्बन्धी १ दिने अन्तरक्रिया कार्यक्रम संचालन गर्नुपर्नेछ। यस्तो अन्तरक्रिया कार्यक्रम र प्रसारण भएको अखवार तथा टेलिभिजनको समय समेत उल्लेख गरी सोको पनि अभिलेख राखी प्रतिवेदनको अंशको रूपमा पेश गर्नुपर्नेछ।

ग.४.३.९. **सुरक्षा निकायहरूसंग सुरक्षित वैदेशिक रोजगारी सम्बन्धी अन्तरक्रिया कार्यक्रम:** परामर्शदाताले सम्बन्धित स्थानीय तहका सम्पर्क व्यक्ति तथा कार्यक्रम सहयोग इकाईका प्रतिनिधि समेतको समन्वयमा सम्बन्धीत क्षेत्रका उपलब्ध वा कार्यरत सुरक्षा निकायहरू (नेपालप्रहरी) सुरक्षाकर्मीहरूसंग सुरक्षित वैदेशिक रोजगारी सम्बन्धी १ दिने अन्तरक्रिया कार्यक्रम संचालन गर्नुपर्नेछ। यस्तो अन्तरक्रिया कार्यक्रमको अभिलेख राखी प्रतिवेदनको अंशको रूपमा पेश गर्नुपर्नेछ।

ग.४.३.१०. **अन्तराष्ट्रिय आप्रवासी कामदार दिवस :** परामर्शदाताले १८ डिसेम्बरमा अन्तराष्ट्रिय आप्रवासी कामदार दिवस मनाउने कार्यक्रम राख्नु पर्नेछ। यस कार्यक्रम संचालनका लागि कार्यक्रम सहयोग इकाई तथा स्थानीय तहसँग समन्वय गरी जिल्ला तथा स्थानीय क्षेत्रको आवश्यकता अनुसार कार्यक्रमहरू संचालन गर्नु पर्नेछ। यसको लागि स्थानीय स्तरमा राजनीतिक पार्टी, संचारकर्मी, अधिकारकर्मी लगायत जनमानसको लागि आवश्यकतानुसार कार्यक्रम संचालन गरी सो दिवसको महत्त्व र आवश्यकता भल्कने गरी मनाउने व्यवस्था गर्नुपर्नेछ। स्थानीय सरकारी कार्यालयको सहभागिताको लागि समेत पहल गर्नुपर्नेछ। सो कार्यक्रमको समेत प्रचार प्रसार स्थानीय पत्रपत्रिका तथा अन्य संचारका माध्यममा प्रकाशन हुने व्यवस्था गर्नुपर्नेछ।

ग.४.४. **मनोसामाजिक परामर्श कार्यक्रम:** मनोसामाजिक परामर्शकर्ताले निम्न बमोजिमका सेवा प्रवाह गर्नेछन :

- व्यक्तिगत मनोसामाजिक परामर्श सेवा
- समूहगत मनोसामाजिक परामर्श सेवा
- विशेष सेवाका लागि सिफारिस (जस्तै : मानसिक तथा शारिरीक समस्या भएका सेवाग्राहीहरूलाई मानसिक उपचार प्रदान गर्ने अस्पतालमा रिफर गर्ने, कानुनी तथा अन्य समस्या देखिएमा आप्रवासी श्रोत केन्द्रमा रिफर गर्ने) यस सम्बन्धमा तपसिलबमोजिमको कार्यहरू गर्नुपर्नेछ :

ग.४.४.१. **वैदेशिक रोजगारीका कारणले तनावमा रहेका परिवारका सदस्यहरूको पहिचान:** परामर्शदाताले आफ्नो कार्यक्षेत्र भित्र वैदेशिक रोजगारीमा रहेका परिवारका सदस्यहरू जसलाई मनोसामाजिक परामर्शको आवश्यकता भएका व्यक्तिहरूको पहिचान गर्नु पर्नेछ। यस सम्बन्धि प्रक्रियामा राष्ट्रिय स्तरको प्राविधिक सेवा प्रदान गर्ने संस्थाले मनोसामाजिक परामर्शकर्तालाई प्रशिक्षित गर्नेछ।

ग.४.४.२. **परिवारका सदस्यहरूलाई व्यक्तिगत मनोसामाजिक परामर्श :** वैदेशिक रोजगारीका कारणले तनावमा रहेका परिवारका सदस्यहरूको पहिचान गरी निजहरूलाई व्यक्तिगत मनोसामाजिक परामर्श दिने कार्य सो सम्बन्धी परामर्शदाताबाट दिने व्यवस्था



गर्नु पर्नेछ । सो को लागि निजहरुको समस्या पहिचान गरी सो आधारमा परामर्शको विषयवस्तु तयार गरी परामर्शसेवा संचालन गर्नु पर्नेछ । परामर्श सेवा प्रदान गरिएको परिवारका सदस्यहरुको समस्या र परामर्शको विषय वस्तुको अभिलेख हुने व्यवस्था गर्नु पर्नेछ। सो विवरणहरु कार्यक्रमले विकास गरेको अनलाइन प्रणालीमा प्रविष्टि गर्नुपर्नेछ ।

**ग.४.४.३. समूहगत मनोसामाजिक परामर्श सेवा:** वित्तीय साक्षरता कक्षाका सहभागिहरु र समूहगत मनोपरामर्श सेवा प्राप्त गर्ने सहभागिहरु एउटै हुनेछन् । वित्तीय साक्षरता कक्षाहरुको सान्दर्भिकतासँगै मनोसामाजिक परामर्शका विषयहरुलाई पनि समावेश गरी पाठ्यक्रम तयार गरिएको छ । वित्तीय साक्षरता सहजकर्ता र मनोसामाजिक परामर्शकर्ताको समन्वय तथा सहयोगमा प्रत्येक समूहमा ५ वटा कक्षाहरु मनोसामाजिक परामर्शकर्ताले प्रदान गर्नुपर्ने छ । यस सम्बन्धि प्रक्रियामा राष्ट्रिय स्तरको प्राविधिक सेवा प्रदान गर्ने संस्थाले मनोसामाजिक परामर्शकर्तालाई प्रशिक्षित गर्नेछ ।

**ग.४.५. वित्तीय साक्षरता कार्यक्रम:** सुरक्षित आप्रवासन सम्बन्धी यस कार्यक्रममा वैदेशिक रोजगारीबाट विप्रेषण प्राप्त गर्ने घरपरिवारका विशेषगरी महिलाहरुको लागि लक्षित गरी वित्तीय साक्षरता सहजकर्ता मार्फत परामर्शदाताले वित्तीय साक्षरता कार्यक्रम संचालन गर्नुपर्नेछ । यस्तो कार्यक्रमको लागि तपसिलका कार्यक्रमहरु संचालन तथा व्यवस्थापन गर्नुपर्नेछ :

**ग.४.५.१. विप्रेषण प्राप्त गर्ने परिवारका विशेष गरी महिला सदस्यहरुको पहिचान तथा भेला:** परामर्शदाताले आफ्नो कार्यक्षेत्र भित्रका विप्रेषण प्राप्त गर्ने परिवार पहिचान गरी सो परिवारका विशेष गरी महिला सदस्यहरुको पहिचान गर्नुपर्नेछ । वित्तीय साक्षरता सहजकर्ताहरुलाई परिचालन गरी स्थानीय सरकार वडा वा ईलाका स्तरमा समेत घरधुरी पहिचान गरी सो आधारमा अभिलेख तयार गर्नु पर्नेछ । यस्तो पहिचानका लागि आवश्यक फारमको नमूना कार्यक्रम सहयोग इकाईले उपलब्ध गराउनेछ । यस सम्बन्धि प्रक्रियामा राष्ट्रिय स्तरको प्राविधिक सेवा प्रदान गर्ने संस्थाले वित्तीय साक्षरता सहजकर्ताहरुलाई प्रशिक्षित गर्नेछ ।

**ग.४.५.२. विप्रेषण प्राप्त गर्ने परिवारका विशेष गरी महिला सदस्यहरुको समूह गठन:** महिला सदस्यहरु पहिचान गरे पछि कार्यक्रम कार्यान्वयन निर्देशिका र राष्ट्रिय स्तरको प्राविधिक सेवा प्रदान गर्ने संस्थाले उपलब्ध गराएको निर्देशिका अनुसार समूह गठन हुनेछ ।

**ग.४.५.३. विप्रेषण प्राप्त गर्ने परिवारका विशेष गरी महिला सदस्यका लागि मनोसामाजिक परामर्श सहितको वित्तीय साक्षरता कक्षा सञ्चालन:** वित्तीय साक्षरता सम्बन्धी राष्ट्रिय स्तरको प्राविधिक सेवा प्रदान गर्ने संस्थाले उपलब्ध गराएको पाठ्यक्रम तथा प्रशिक्षण अनुसार प्रत्येक वित्तीय साक्षरता सहजकर्ताले कक्षा सञ्चालन गर्नेछन् । औपचारिक वित्तीय संस्थामा पहुँच नपुगेका सदस्यहरुलाई स्थानीय स्तरमा संचालनमा रहेका बैंक तथा वित्तीय संस्थाहरु साथै सहकारी संस्थाहरुमा पहुँच अभिवृद्धि गर्ने, बचत बृद्धि गर्ने, आयआर्जन बढाउने तथा वित्तीय हरहिसाबहरुलाई अभिलेखिकरण गर्न प्रोत्साहन र समन्वय गर्नुपर्नेछ । नियमित कक्षा सञ्चालनका अतिरिक्त तोकिएको प्रतिशत र आवश्यकताको आधारमा वित्तीय साक्षरता सहजकर्ताले घरभेटघाट गर्नेछ । यस्तो कक्षा संचालनको विषय, संख्या र संलग्न संस्थाहरु र प्राप्त ज्ञान, सीप र व्यवहारिक परिवर्तनहरुलाई समेटी अभिलेख राख्नु पर्नेछ ।

**ग.४.६. आप्रवासी कामदार हकहित सञ्जाल गठन तथा विस्तार:** परामर्शदाताले रोजगारीका लागि विदेश गई फर्केका आप्रवासीहरु (रिटर्नी माईग्रेन्टहरु) को संजाल गठन र विस्तारको लागि तपसिल बमोजिमको कार्यहरु गर्नुपर्नेछ :

**ग.४.६.१. सञ्जाल गठन:** स्थानीय स्तरमा परामर्शदाताको कार्यक्षेत्रमा विदेश गई फर्केका आप्रवासीहरु (रिटर्नी माईग्रेन्टहरु) को पहिचान गरी स्थानीय तह स्तरिय, वडा स्तरिय संजालहरुको गठन गर्नुपर्नेछ । गठन भईसकेका स्थानीय तह स्तरिय, वडा स्तरिय संजालहरु सवलीकरण गर्नु पर्नेछ । स्थानीय तहमा दर्ता/सुचीकरण हुने भए सुचीकरण /दर्ता समेत गर्ने व्यवस्था गर्नुपर्नेछ । परामर्शदाताले यस्तो संजाल गठन गर्न आवश्यक पर्ने सम्पूर्ण प्रक्रियात्मक व्यवस्था लगायत बैठक तथा छलफलको व्यवस्था मिलाई औपचारिक रुपमा संजालको स्थापना गर्नुपर्नेछ ।

**ग.४.६.२. सञ्जालको क्षमता विकास:** स्थापना भएको सञ्जालको क्षमता विकासको कार्य पनि संचालन गर्नु पर्नेछ । यस्ता आप्रवासीहरूको विदेशमा रहँदा प्राप्त गरेका कार्य अनुभव र सीपको पहिचान गरी सीपको सूची (Skills Inventory) तयार गर्नु पर्नेछ । सो सीपको स्थानीय स्तरमा उपयोग क्षमता हुनसक्ने अवस्था र अवसरको पहिचान गरी सो आधारमा सो सीपको उन्नत प्रशिक्षण गर्नुपर्ने अवस्था भएमा स्थानीय प्रशिक्षण संस्थाहरूसँग आबद्धता हुने र प्रशिक्षण गर्नको लागि पहल गर्ने कार्य परामर्शदाताले गरी सो सञ्जालको क्षमता विकासमा प्रत्यक्ष र परोक्ष सहयोग गर्नुपर्नेछ ।

**ग.४.६.३. सञ्जाल परिचालन:** परामर्शदाताले फर्केका आप्रवासीहरूको सञ्जाललाई परिचालन गर्ने कार्यलाई प्राथमिकता दिनु पर्नेछ । वैदेशिक रोजगारसँग सम्बन्धित विषयहरूमा सचेतना फैलाउने, वैदेशिक रोजगारीमा रहेका व्यक्ति तथा घरपरिवारको हकहितका लागि संगठित हुने, सम्बन्धित निकायसँग बहस पैरवी गरी नीतिगत व्यवस्था स्थापना गर्ने । संगठनमा सदस्यहरूको विस्तार गरी आपसी सहयोग र समन्वयलाई अभिवृद्धि गर्ने । वैदेशिक रोजगारीबाट प्राप्त ज्ञान, सीप, प्रविधि र अनुभवहरूलाई उत्पादनशिल कार्यमा उपयोग गर्ने । कानूनी समस्या तथा जटिलताहरूको निराकरणका लागि सम्बन्धित निकायहरूसँगको सहकार्य गर्ने जस्ता विषयहरूमा सञ्जाल परिचालन हुनेछ । यस प्रक्रियामा सकारात्मक परिवर्तनका लागि आवश्यक प्राविधिक सहयोग प्रदान गरिनेछ । साथै आप्रवासीहरूको सञ्जालको कम्तीमा मासिक रूपमा बैठक बसाउने व्यवस्था गरी निजहरूलाई सञ्जालको उपयोग र कामहरूको समिक्षा तथा नीति र कार्यक्रम तय गर्ने थलोको रूपमा विकास गराउने व्यवस्था गर्नु पर्दछ । यस्तो सञ्जाललाई संगठित रूपमा व्यवसाय संचालन गर्न सकिने अवसर पहिचान गरी करार खेती, सहकारी संस्था वा अन्य उत्पादन मुलक व्यवसायका अवसरहरू पहिचान गर्ने तथा सो को लागि आवश्यक प्रशिक्षण वा व्यवसायिक विकासको कार्यमा प्राविधिक र व्यवसाय जन्य कानूनी प्रावधानको समेतको आधारमा उत्पादक व्यवसायतर्फ परिचालन हुने व्यवस्था गर्नु पर्दछ ।

**ग.४.७. समन्वय तथा अनुगमन:** परामर्शदाताले स्थानीय कार्यक्षेत्रमा आप्रवासी सम्बन्धी कार्य तथा कार्यक्रम संचालन गर्दा आयोजनाको उद्देश्य हासिल हुने गरी पर्याप्त समन्वय तथा अनुगमनको व्यवस्था गर्नुपर्नेछ । यस सम्बन्धमा निजले निम्न कार्यहरू सम्पादन गर्नुपर्ने छ :

**ग.४.७.१. स्थानीय सरकार कार्यक्रम समन्वय समिति तथा स्थानीय सरकार कार्यक्रम व्यवस्थापन समितिको बैठक:** परामर्शदाताले स्थानीयतहमा स्थानीय सरकार कार्यक्रम व्यवस्थापन समिति र स्थानीय सरकार कार्यक्रम समन्वय समितिको बैठक आवश्यकतानुसार बस्ने व्यवस्था मिलाई संचालित कार्य तथा कार्यक्रमहरूको प्रगति समिक्षा गरी सो सम्बन्धमा देखा परेका समस्या र असल पक्षहरूको छलफल गरी ती निकायहरूसँग कुनै निकास वा सहमति गर्नुपर्ने भए बैठक वा छलफलको माध्यमबाट निष्कर्ष निकाली समन्वयको कार्य गर्नुपर्ने छ । यस्तो बैठक आवश्यकतानुसार मासिक वा अन्य उपयुक्त अवधिमा राख्ने व्यवस्था ती निकायहरूसँग छलफल गरी व्यवस्थित गर्नुपर्ने छ । यस्तो बैठकको निर्णयको अभिलेख राखी सम्बन्धीत निकायहरूलाई समेत जानकारी हुने व्यवस्था गर्नुपर्नेछ ।

**ग.४.७.२. आप्रवासी श्रोत केन्द्र समन्वय बैठक :** परामर्शदाताले स्थानीयतहको सरकारमा रहेको आप्रवासी श्रोत केन्द्रको नियमित बैठक बस्ने व्यवस्था गरी समन्वयको कार्य प्रभावकारी बनाउनु पर्नेछ । सो केन्द्रले कार्यक्रम समन्वय वा अनुगमन समितिबाट समन्वय गर्नुपर्ने कार्यहरू भए निर्णय गरी सो अनुसार समन्वयको पहल गरी परिणाम मुखीकार्य सम्पादन हुने व्यवस्था मिलाउनु पर्नेछ । आप्रवासी श्रोत केन्द्र सञ्चालन तथा व्यवस्थापन कार्यविधि २०७८ अनुसार सूचीकरण हुन स्थानीय सरकारसँग सहजीकरण गर्नु पर्नेछ ।

**ग.४.८. अनुगमन र प्रतिवेदन सम्बन्धी व्यवस्था:** कार्यक्रमको प्रभावकारी अनुगमन सम्बन्धमा स्थानीय सेवा प्रदायक संस्थाले प्रस्तावमा स्पष्टसँग उल्लेख गर्नुपर्नेछ । त्यसका अतिरिक्त प्राविधिक सहयोगी संस्थाको स्थानीय र प्रादेशिक कार्यालय, कार्यक्रम सहयोग इकाइ, स्थानीय सरकारहरू, सम्बन्धित सरकारी निकाय र मन्त्रालयबाट कार्यक्रमका गतिविधिवारे सुक्ष्म अनुगमन गरिनेछ ।

संस्थाले कार्यक्रमको प्रगति र आर्थिक प्रतिवेदन नेपाल सरकारको नियमानुसार तथा सम्झौतामा तोकिए अनुसार मासिक, त्रैमासिक, अर्ध वार्षिक र वार्षिक प्रगति प्रतिवेदन नियमित रूपमा स्थानीय सरकार र प्राविधिक सहयोगी संस्थालाई बुझाउनु पर्नेछ । प्रगति विवरणहरू कार्यक्रमले विकास गरेको अनलाइन प्रणालीमा अनिवार्य प्रविष्टि गर्नुपर्नेछ । यसको साथै स्थानीय सरकार र प्राविधिक सहयोगी संस्थाले कार्यक्रमसँग सम्बन्धित कुनै पनि तथ्यांक तथा जानकारीहरू माग गरेमा उपलब्ध गराउनु पर्नेछ ।

**ग.४.९. परामर्शदाताले संचालन र व्यवस्थापन गर्नुपर्ने प्रमुख क्रियाकलाप र वार्षिक लक्ष्यहरू:** कार्यक्रमको अपेक्षित प्रतिफल हासिल गर्नको लागि परामर्शदाता (स्थानीय सेवाप्रदायक संस्था) ले तल दिइएका कार्यहरू सम्पन्न गर्नेछ । अन्यकार्यहरू सम्बन्धीत खण्डमा उल्लेख भए अनुसार सम्पन्न गर्दा परामर्शदाताले तपसिल बमोजिमको तालिकामा उल्लेख भए अनुसार वार्षिक लक्ष्य बमोजिम कार्य सम्पादन हुने गरी कार्य तथा प्रमुख क्रियाकलापहरूको संचालन र व्यवस्थापन गर्नुपर्ने छ :

क्र.स.	क्रियाकलापहरू	वार्षिक लक्ष्य	धुलिखेल नगरपालिका
१	कार्यालय स्थापना	१	१
२	जिल्ला प्रशासन कार्यालयमा आप्रवासी श्रोत केन्द्रको स्थापना, सञ्चालन तथा व्यवस्थापन:	१	१
३	जानकारीमुलक सूचना (visiting card) छपाई तथा वितरण	५०००	५०००
४	आप्रवासी श्रोत केन्द्रमा व्यक्तिगत तथा समूह परामर्श प्रदान :	३०००	४०००
५	फोन फलोअप गर्नुपर्ने	३००	४००
६	वैदेशिक रोजगारमा जान चाहने सम्भावित आप्रवासीहरूलाई सुरक्षित वैदेशिक रोजगार सम्बन्धी समुदायमा गहन अभिमुखिकरण कार्यक्रम :	६	२
७	समुदाय स्तरमा विभिन्न समूहहरूलाई सुरक्षित वैदेशिक रोजगार सम्बन्धि अभिमुखिकरण:	१२	४
८	स्थानिय संचार माध्यमबाट सुरक्षित वैदेशिक रोजगारी सम्बन्धी सूचना प्रसारण गर्नु पर्ने	नियमित	
९	पत्रकारहरूसंग सुरक्षित वैदेशिक रोजगारी संबन्धी अन्तरक्रिया कार्यक्रम	१	१
१०	सुरक्षा निकायहरूसंग सुरक्षित वैदेशिक रोजगारी सम्बन्धी अन्तरक्रिया कार्यक्रम:	१	१
११	स्थानीय जनप्रतिनीधी/ सरकारहरूसंग सुरक्षित वैदेशिक रोजगार सम्बन्धि अन्तरक्रिया कार्यक्रम:	११	७
१२	रोजगार सेवा केन्द्र संयोजकहरूलाई वैदेशिक रोजगार सम्बन्धि अभिमुखिकरण	२	२
१३	अन्तराष्ट्रिय आप्रवासन दिवस १८ डिसेम्बरमा संचालन गर्ने	१	१
१४	मनोसामाजिक परामर्श कार्यक्रम (व्यक्तिगत परामर्श)	७५	२५
१५	समुहगत मनोसामाजिक परामर्श सेवा	३००	१००
१६	वित्तीय साक्षरता कार्यक्रम		

१७	विप्रेषण प्राप्त गर्ने परिवारका विशेष गरी महिला सदस्यहरुको पहिचान तथा भेला	१२	४
१८	विप्रेषण प्राप्त गर्ने परिवारका विशेष गरी महिला सदस्यका लागि वित्तीय साक्षरता र मनोसामाजिक परामर्श कक्षा सञ्चालन	१२	४
१९	आप्रवासी हकहित संरक्षण सञ्जाल गठन तथा विस्तार	१	१
२०	समन्वय तथा अनुगमन	६	२
२१	स्थानीय सरकार परियोजना व्यवस्थापन समिति र स्थानीय सरकार कार्यक्रम समन्वय समिति बैठक	६	२
२२	आप्रवासी श्रोत केन्द्र समन्वय बैठक	२	२
२३	नगरपाकाको आप्रवासी प्रोफाइल निर्माण	१	१

माथि उल्लेख गरिएका बाहेक कार्यक्रमको उद्देश्य पूरा गर्न सहयोग पुऱ्याउने अन्य केही क्रियाकलापहरु भएमा परामर्शदाताले प्रस्ताव गर्न सक्नेछ। त्यस्ता क्रियाकलापहरु उपर्युक्त भएमा स्थानीयतह कार्यक्रम व्यवस्थापन समितिले निर्णय गर्न सक्नेछ। त्यो बाहेक अन्य स्थानीयतहमा कार्यक्रम कार्यान्वयन तथा प्रतिवेदनका लागि समन्वय गर्नुपर्नेछ।

**ग.४.१०. परामर्शदाताको भूमिका तथा उत्तरदायित्व तथा कार्यक्रम व्यवस्थापन सम्बन्धी व्यवस्था:** परामर्शदाता स्थानीय सेवाप्रदायक संस्थाले सम्बन्धित स्थानीय सरकारहरुले तोकेको कार्यक्रम समन्वय अधिकारी (सम्पर्क व्यक्ति) र कार्यक्रम सहयोग इकाईले तोकेको कर्मचारीसंगको निकटतम समन्वय तथा सहयोगमा कार्यक्रमको व्यवस्थापनका लागि निम्न बमोजिमको भूमिका तथा उत्तर दायित्व निर्वाह गर्नुपर्ने छ :

ग.४.१०.१. अनुच्छेद छ (२) मा उल्लेख भए अनुसारको सांगठनिक ढाँचा र कार्यालय व्यवस्थापन गर्ने।

ग.४.१०.२. नेपाल सरकारको प्रक्रिया अनुसार कार्यक्रम सहयोग इकाईसँगको निकटतम समन्वयमा वार्षिक, अर्ध वार्षिक तथा त्रैमासिक कार्यक्रम तथा बजेट निर्माण गर्ने तथा स्थानीयतह कार्यक्रम व्यवस्थापन समितिबाट स्विकृत गराउने।

ग.४.१०.३. स्थानीयतह कार्यक्रम व्यवस्थापन समितिबाट स्विकृत त्रैमासिक योजना अनुसार कार्यक्रमका गतिविधि कार्यान्वयन गर्ने।

ग.४.१०.४. कार्यक्रमका गतिविधिहरुको नियमित निरीक्षण तथा अनुगमन गरी सम्बन्धित स्थानीय सरकारहरु र प्राविधिक सहयोगी संस्थाहरुलाई जानकारी गराउने।

ग.४.१०.५. सञ्चालन हुन लागेका क्रियाकलापको पूर्व जानकारी सम्बन्धित स्थानीय सरकारहरुले तोकेको कार्यक्रम समन्वय अधिकारी (सम्पर्क व्यक्ति) र कार्यक्रम सहयोग इकाई ले तोकेको कर्मचारीलाई दिने र आवश्यकता अनुसार निरीक्षण तथा अनुगमन गराउने।

ग.४.१०.६. स्वीकृत कार्ययोजना अनुसार मासिक, त्रैमासिक, अर्ध वार्षिक तथा वार्षिक प्रगति प्रतिवेदन तयार गरी सम्बन्धित स्थानीय सरकारमा पेश गर्ने। सो प्रतिवेदनको एक प्रति कार्यक्रम सहयोग इकाई लाई दिने।

ग.४.१०.७. नेपाल सरकारको प्रचलित नियममा रही संस्थाको नियम र विधान अनुसार लेखा परीक्षण गराई लेखा परीक्षण प्रतिवेदन सम्बन्धित निकायलाई उपलब्ध गराउने।

ग.४.१०.८. स्थानीय सेवाप्रदायक संस्थाले संघीय, प्रदेश तथा स्थानीय सरकारको सम्बन्धीत ऐन, नियम तथा कानूनको पूर्ण पालना गर्नुका साथै तिर्नु बुझाउनु पर्ने भ्याट तथा अन्य कर तथा शुल्कहरु नियमानुसार बुझाउनु पर्नेछ।

ग.४.१०.९. परामर्शदाता (स्थानीय सेवा प्रदायक संस्था) ले श्रम ऐन २०७४ को पालना गर्नु पर्नेछ।

ग.४.११. कार्य सम्पादन गर्ने तरिका र उपागम (Approach and Methodology): परामर्शदाताले यस कार्य सम्पादन गर्नको लागि तपसिल बमोजिमको कार्य प्रक्रिया तथा तरिका अपनाउनु पर्नेछ:

ग.४.११.१. परामर्शदाताले सुरक्षित आप्रवासन सम्बन्धि प्रचलित ऐन, नियमावली तथा सम्बन्धित प्रतिवेदन र प्राज्ञिक सामग्रीहरुको अध्ययन तथा अनुसन्धान गरी कानूनमा उल्लेखित मार्गदर्शन प्रक्रिया तथा उद्देश्य बमोजिम कार्य सम्पादन

गर्ने गरी क्रियाकलापहरू यकिन र संचालन हुने व्यवस्था गर्नु पर्नेछ । सो बमोजिम परामर्शदाताले यस आयोजनाको लागि कार्यहरूको उपलब्धीहरूलाई समेत ध्यानमा राखी कार्य सम्पादन व्यवस्थापन गर्नु पर्नेछ ।

**ग.४.११.२.** सुरक्षित आप्रवासन सम्बन्धि निकायहरू जस्तै श्रम, रोजगार तथा सामाजिक सुरक्षा मन्त्रालय, सुरक्षित आप्रवासन कार्यक्रम तथा स्थानीय तहहरूसँग निकटतम सम्बन्ध र समन्वय स्थापना गरी अपेक्षित उपलब्धीहरू हासिल गर्ने प्रयास गर्नुपर्नेछ ।

**ग.४.११.३.** स्थानीय आप्रवासनसँग सम्बन्धित निकायहरूसँग सम्पर्क तथा समन्वय राखि सुरक्षित आप्रवासन सम्बन्धि समस्याहरू तथा समाधानको उपायहरू समेत पहिचान गरि अध्यावधिक सूचना तथा आंकडा र तथ्यांकहरू अध्यावधिक गरि राख्नु पर्नेछ ।

**ग.४.११.४.** नेपाल सरकार अर्थ मन्त्रालय मार्फत स्थानीय सरकारहरूमा वित्तीय हस्तान्तरण स्वरूप सर्शत अनुदानको रूपमा बजेट प्रवाह हुने र कार्यक्रमको व्यवस्थापनको लागि स्थानीय तहहरू मिलेर संयुक्त रूपमा एउटा स्थानीय तह कार्यक्रम समन्वय समिति गठन भएको छ । सोहि समितिको निर्णय अनुसार सम्बन्धित स्थानीय तहहरूले अलग अलग रूपमा स्थानीय सेवा प्रदायका संस्थासँग सम्झौता गर्ने सहमति भएको र सम्बन्धित स्थानीय तह मातहत रहेको बजेट तथा कार्यक्रमको दायित्व सम्बन्धि स्थानीय तहले बहन गर्ने हुँदा परामर्शदाताले सो प्रक्रिया अवलम्बन गरी खर्च व्यवस्थापनको कार्य सम्पादन गर्नु पर्नेछ ।

**ग.४.११.५.** परामर्शदाताले कार्य सम्पादन गर्दा मानव अधिकार तथा मानवोचित मर्यादा कायम हुने गरी आचरण तथा व्यवहार गर्नुपर्नेछ ।

**(घ) कामसँग सम्बन्धित अध्ययन तथा आधारभूत तथ्यांक उपलब्ध भए सो को विवरण:-**

परामर्शदाताले आप्रवासन सम्बन्धी सुचना तथा जानकारी आप्रवासन सम्बन्धी कार्यक्रम सहयोग इकाइबाट प्राप्त गरी कार्य सम्पादन गर्नुपर्ने छ । स्थानीय स्तरमा उपलब्ध यस सम्बन्धी कुनै सुचनाहरू स्थानीय सरकारको सम्बन्धीत शाखा वा ईकाईहरूबाट प्राप्त हुन सक्नेछ ।

**(ङ) परामर्शदाताले सार्वजनिक निकायलाई कुनै ज्ञान वा सीप हस्तान्तरण गर्नु पर्ने भए सो सम्बन्धि विवरण:-** परामर्शदाताले

सरोकारवालालाई बाहेक करार सम्झौता कार्यान्वयन गर्दा देखिएका प्राविधिक पक्षहरूको सम्बन्धमा स्थानीय सरकारको सम्बन्धीत शाखा, महाशाखावा ईकाई तथा समितिलाई विस्तृत विवरण तयार गरी खडा गरिएको अभिलेख प्रतिवेदन तथा कार्य सम्पन्न प्रतिवेदन समेतको बारेमा जानकारी गराई ज्ञान व्यवस्थापन सम्बन्धी जानकारी सहीत हस्तान्तरण गर्ने व्यवस्था गर्नु पर्नेछ ।

**(च) तालिम प्रदान गर्नु पर्ने भए तालिम दिनु पर्ने कर्मचारीको संख्या:-**

परामर्शदाताले ग.४.९.को तालिकामा उल्लेख गरिएका विषय तथा सरोकारवालाहरूको संख्यालाई सम्बन्धित विषयमा तालिम तथा अभिमुखिकरण प्रदान गर्नु पर्नेछ । प्रदान गरिने तालिम तथा अभिमुखिकरणको प्राविधिक पक्षको लागि कार्यक्रम सहयोग इकाईसँग समन्वय गरेर मात्र कार्यक्रमहरू संचालन गर्नुपर्नेछ । करार सम्झौतामा उल्लिखित कार्यहरूको सम्बन्धमा तयार गरिएको अन्तिम प्रतिवेदनको सार संक्षेपको प्रस्तुती समन्वयकर्ता (सम्पर्क ब्यक्ति) लगायत सबै सरोकारवालाहरूलाई पेश गर्नुपर्नेछ । प्रस्तुत कार्यको दिगो व्यवस्थापनको लागि स्थानीय सरकारलाई आवश्यक कार्य तथा रणनीति सहीतको सुझावहरू पेश गर्ने छ ।

**(छ) परामर्शदाताको मुख्य जनशक्तिको काम तथा योग्यता र निजले गर्नु पर्ने कामको लागि लाग्ने अनुमानित समय:-**

यस कामको लागि परामर्शदाता (स्थानीय सेवाप्रदायक संस्था) सँग हुनुपर्ने आवश्यक योग्यता, ग्राह्यता र अनुभव योग्यता सम्बन्धी खण्डमा उल्लेख भएको विवरणको अतिरिक्त तपसिल बमोजिम हुनुपर्नेछ ।

**छ.१. यस सम्बन्धमा निम्न योग्यता संस्थागत रूपमा हुनु पर्नेछ :**

- **कानूनी हैसियत:** नेपाल सरकारको प्रचलित कानून र स्थानीय सरकारको नीति बमोजिम सेवा प्रदायक संस्थाको रूपमा गठन भएको र सम्बन्धित आधिकारिक निकायमा दर्ता भई नियमानुसार नवीकरण भएको ।
- **कानूनीअनुमति:** नेपाल सरकारको प्रचलित कानून बमोजिम नेपाल सरकार, दातृ निकाय वा बाह्य संघसंस्थाहरुबाट अनुदान प्राप्त गर्ने र सो अनुसार कार्यक्रम संचालन गर्ने अनुमति प्राप्त भएको ।
- **कार्यकारी समिति र कर्मचारी:** कुनै प्रकारको राजनीतिक पार्टीमा सक्रिय रूपमा सदस्यता नलिएको कार्यकारी समिति र कर्मचारी भएको ।
- **संस्थागत ब्यबस्थापन:** सुशासनको मान्यता प्रति प्रतिबद्ध तथा अद्यावधिक विधान भएको एवं विधान बमोजिम कार्यकारी समिति बैठक तथा साधारण सभाको नियमितता । साथै आर्थिक, प्रशासनिक तथा मानव संसाधन नियमावली भएको ।
- **क्रियाशीलता:** कम्तीमा विगत पाँच वर्ष देखि सम्बन्धित जिल्लामा निरन्तर रूपमा क्रियाशील रहेको ।
- **कार्यक्रम ब्यबस्थापन क्षमता:** योजना तथा बजेट तयार पार्ने, कार्यक्रमका गतिविधि कार्यान्वयन गर्ने, अनुगमन गर्ने, सम्बन्धित सरोकारवालाहरूसँग प्रभावकारी समन्वय गर्ने, तथा प्रगति विवरण तयार पार्ने क्षमता भएको ।
- **सामाजिक समावेशीकरण:** लैङ्गिक समता तथा सामाजिक समावेशीकरणको सिद्धान्त प्रति प्रतिबद्ध तथा समावेशीमूलक कार्यकारी समिति र कर्मचारी भएको ।
- **अनुभव:** सामाजिक परिचालन, मानवअधिकार, सुशासन, मानव वेचविखन विरुद्ध, पिछडिएको तथा सिमान्तकृत वर्गको सशक्तीकरण तथा क्षमता अभिवृद्धि सम्बन्धी काम गरेको अनुभव भएको । सुरक्षित वैदेशिक रोजगारको क्षेत्रमा काम गरेको अनुभव भएको संस्थालाई ग्राह्यता दिइनेछ ।

**छ.२. आवश्यक सांगठनिक ढाँचा, कार्यालय र जनशक्ति:**

परामर्शदाताको (स्थानीय सेवाप्रदायक संस्थाको) सांगठनिक ढाँचा र कार्यालय व्यवस्थापन तपसिल बमोजिम हुनुपर्नेछ : स्थानीय सेवाप्रदायक संस्थाले यस कार्यक्रमको प्रयोजनको लागि छुट्टै सांगठनिकढाँचा तयार गर्नु पर्नेछ । साथै, यस कार्यक्रमको दैनिक कारोबारको प्रयोजनको लागि स्थानीय सेवाप्रदायक संस्थाले स्थानीय सरकार र कार्यक्रम सहयोग इकाईको स्वीकृत मापदण्ड बमोजिमको साइनबोर्ड सहित न्यूनतम भौतिकपूर्वाधार भएको कार्यालय वा सम्पर्क कार्यालयको व्यवस्था गर्नु पर्नेछ । यस्तो कार्यालय स्थापना गर्दा संस्थाको मौजूदा सुविधाहरुको प्रयोगलाई प्रोत्साहन दिइनेछ । स्थानीय सेवाप्रदायक संस्थाले कार्यक्रमका गतिविधि कार्यान्वयन गर्नको लागि कर्मचारी स्वयंसेवक छनौटका आवश्यक प्रक्रियाहरु पुरा गरी निम्नानुसारको जनशक्ति व्यवस्था गर्नु पर्नेछ:

छ.२.१. जनशक्तिको पद तथा योग्यता

क्र.सं	पद	योग्यता	अवधि	कार्यविवरण
	कार्यक्रम संयोजक	मानवीकी तथा सामाजिक संकाय, व्यवस्थापन, कानून वा सम्बन्धित अन्य विषयमा कम्तीमा स्नातक तह उत्तीर्ण गरी ५ वर्षको कार्यानुभव, कम्तीमा २ वर्ष अधिकृत वा सो भन्दा माथिको पदमा रहि कार्य गरेको अनुभव, सुरक्षित वैदेशिक रोजगारीको क्षेत्रमा काम गरेकोलाई प्राथमिकता दिईनेछ ।	७ महिना	<ul style="list-style-type: none"> <li>सम्बन्धित कर्मचारीहरूको क्षमता अभिवृद्धि गर्ने,</li> <li>कार्य योजना, बजेट तथा वार्षिक कार्य तालिका तयार गरी तथा कार्यान्वयन गर्ने,</li> <li>प्रगति प्रतिवेदनहरू तयार गर्ने,</li> <li>सुरक्षित आप्रवासन सम्बन्धि अध्ययन, अनुसन्धान तथा आधारभूत सर्वेक्षण कार्यमा सहयोग गर्ने,</li> <li>सञ्चालित विभिन्न क्रियाकलापहरू तथा कर्मचारीहरूको नियमित निरीक्षण गर्ने,</li> <li>स्थानीय तहहरू, कार्यक्रम सहयोग इकाई तथा सम्बन्धित सरोकारवालाहरूसँग समन्वय तथा सहकार्य गर्ने,</li> </ul>
२	लेखा तथा प्रशासन अधिकृत	लेखा तथा प्रशासन अधिकृत: व्यवस्थापन संकायमा स्नातक तह उत्तीर्ण गरी कम्तीमा २ वर्षको कार्यानुभव ।	७ महिना	<ul style="list-style-type: none"> <li>सम्भौता अनुसार कार्य सम्पादनको लागि आर्थिक तथा प्रशासकीय पक्षसँग सम्बन्धित सम्पूर्ण क्रियाकलापहरूको कार्यान्वयन गर्ने,</li> <li>विनियोजित बजेटको अनुगमन तथा नियन्त्रण गर्ने,</li> <li>आर्थिक प्रतिवेदन तयार गर्ने,</li> <li>सम्पूर्ण आर्थिक कारोबारहरूको अभिलेख दुरुस्त राख्ने,</li> <li>आन्तरिक नियन्त्रण प्रणालीलाई सुनिश्चित गर्ने,</li> <li>सामग्री तथा सेवा खरीद योजना तथा प्रक्रियालाई सहजीकरण गर्ने, लजिस्टिक व्यवस्थापन गर्ने,</li> </ul>
३	सूचना तथा परामर्शकर्ता	न्यूनतम प्रवीणता प्रमाणपत्र तह वा १०+२ उत्तिर्ण गरी परामर्श कार्य वा सामाजिक परिचालनमा कम्ती ३ वर्षको कार्यानुभव भएकोसाथै स्थानीय भाषा जानेको सुरक्षित वैदेशिक रोजगारीको क्षेत्रमा काम गरेको र कानून विषयमा शैक्षिक योग्यता भएकालाई प्राथमिकता दिईनेछ।	७ महिना	<ul style="list-style-type: none"> <li>जिल्ला प्रशासन कार्यालयमा पासपोर्ट वनाउन आउने महिला तथा पुरुषहरूलाई सुरक्षित वैदेशिक रोजगार सम्बन्धि सूचना तथा परामर्श सेवा प्रदान गर्ने,</li> <li>सम्भावित आप्रवासी कामदारहरूलाई सीप तालिमको लागि सम्बन्धित निकायहरूमा सिफारिस गर्ने,</li> <li>आप्रवासी कामदारहरूसँग सन्धित मुद्दाहरूलाई (जस्तै उद्धार, शव भिकाउने तथा क्षतिपूर्ति, मेडिकल फेल, ठगी आदि)</li> </ul>



				<p>आवश्यक सहयोगको लागि सम्बन्धित निकायहरुमा सिफारिस गर्ने,</p> <ul style="list-style-type: none"> <li>• सेवाग्राहीहरुको अनलाईन अभिलेख राख्ने,</li> <li>• जिल्ला प्रशासन कार्यालय, रोजगार सेवा केन्द्र, सम्बन्धित स्थानीय तह तथा राष्ट्रिय साभेदार संस्थाहरु तथा सरोकारवालाहरूसंग समन्वय गर्ने,</li> </ul>
४	मनोसामाजिक परामर्शकर्ता	<p>सामी कार्यक्रम अन्तर्गत मनोसामाजिक परामर्श सम्बन्धी ६ महिना तालीम प्राप्त मनोसामाजिक परामर्शकर्ताको सन्दर्भमा:</p> <p>कम्तिमा प्रवीणता प्रमाणपत्र तह वा १०+२ वा सो सरह उत्तिर्ण गरी मनोसामाजिक परामर्श सम्बन्धी ६ महिने तालीम लिई सुरक्षित वैदेशिक रोजगारीको क्षेत्रमा काम गरेको ।</p> <p><b>नयाँ मनोसामाजिक परामर्शकर्ता भर्ना सम्बन्धी व्यवस्था:</b></p> <p>नयाँ मनोसामाजिक परामर्शकर्ता छनौट गर्दा स्वास्थ्य तथा जनसंख्या मन्त्रालय अन्तरगतको राष्ट्रिय स्वास्थ्य तालीम केन्द्रले विकास गरेको तथा स्वास्थ्य मन्त्रालयले स्वीकृत गरेको तालीम पाठ्यक्रमले तोकेको योग्यता भएको हुनु पर्नेछ । जुन निम्नानुसार छः</p> <p>मान्यताप्राप्त शैक्षिक संस्थाबाट हेल्थ असिस्टेन्ट, स्टाफ नर्स वा मान्यता प्राप्त विश्वद्यालयबाट पब्लिक हेल्थ, मनोविज्ञान, समाजशास्त्र, सोसिएल वर्कमा स्नातक तह, बि.एड.स्वास्थ्य शिक्षा, पोष्ट ग्राजुएट डिप्लोमा इन काउन्सेलिङ उत्तीर्ण गरेको।</p> <p>मनोसामाजिक परामर्श सम्बन्धी तालीम प्राप्त गरी सोही क्षेत्रमा अनुभवी र महिलालाई विशेष प्राथमिकता दिईनेछ</p>	७ महिना	<ul style="list-style-type: none"> <li>• समुदायमा मनोसामाजिक परामर्श सेवाको आवश्यकता रहेका वैदेशिक रोजगारीमा रहेका कामदारका परिवारहरु घर पहिचान गर्ने ।</li> <li>• वैदेशिक रोजगारीमा रहेका कामदारका परिवारका सदस्यहरुलाई आवश्यकता अनुसार मनोसामाजिक परामर्श सेवा प्रदान गर्ने ।</li> <li>• समूहमा छलफल चलाउने ।</li> <li>• मनोपरामर्शको माध्यमबाट प्रभावित व्यक्तिहरुमा विभिन्न आरोप र लाञ्छनालाई कसरी सामना गर्ने भन्ने शिपको बिकाश गर्न मद्दत गर्ने।</li> <li>• भावनात्मक समस्या (डिप्रेसन) बढी भएका परिवारका सदस्यहरुमा आत्महत्याको जोखिमको लेखाजोखा गरी आत्महत्या रोकथाम गर्न सहयोगी हुने तरिका प्रयोग गर्दै मनोपरामर्श गर्न</li> <li>• वै.रो.को कारणले गहन मनोसामाजिक समस्यामा परेका महिला तथा पुरुषहरुलाई थप मनोपरामर्शका लागि सहयोगी संस्थासंग सम्पर्क गराउने ।</li> </ul>



६	वित्तीय साक्षरता सहजकर्ता	न्यूनतम प्रवीणता प्रमाण पत्र तह वा १०+२ उत्तिर्ण, प्रौढ शिक्षा वा बयस्क साक्षरता वा अध्यापनमा २ बर्षको अनुभव भएको, सुरक्षित वैदेशिक रोजगारीको क्षेत्रमा काम गरेकोलाई प्राथमिकता दिईनेछ।	७ महिना	<ul style="list-style-type: none"> <li>● सामुदायिक छलफलबाट तोकिए अनुसार लक्षित सहभागि छनौट गर्ने,</li> <li>● आधारभूत तथा अन्तिम अवस्था विश्लेषणका लागि तथ्याकं तथा विवरणहरु संकलन गर्ने,</li> <li>● निर्धारित पाठ्यक्रम अनुसार नतिजामूखी कक्षाहरु संचालन गर्ने ।</li> <li>● घर भेटघाट गरी अनुशिक्षण तथा अनुगमन गर्ने ,</li> <li>● विषयसँग सम्बन्धित सरोकारवाला तथा निकायसँग समन्वय, सहकार्य गरी सहभागिहरुको सम्बन्ध स्थापित गर्न सहयोग गर्ने ,</li> <li>● मनोसामाजिक परामर्शकर्ता तथा कार्यक्रमका अन्य कर्मचारी र संयन्त्रसँग समन्वय गर्ने ,</li> <li>● तोकिएको ढाँचा तथा समय भित्र प्रतिवेदन उपलब्ध गराउने,</li> </ul>
७	रिटर्नी स्वयंसेवक	न्यूनतम् कक्षा १० पास गरी वैदेशिक रोजगार (खाडी मुलुक र मलेसिया) मा गई कम्तीमा १ वर्ष काम गरेको अनुभव भएको।सुरक्षित वैदेशिक रोजगारीको क्षेत्रमा काम गरेकोलाई प्राथमिकता दिईनेछ।	७ महिना	<ul style="list-style-type: none"> <li>● वैदेशिक रोजगारमा जाने संभावित ब्यक्तिहरु, फर्केका कामदार वा संलग्न कामदारका परिवारसँग भेटघाट गरी सुरक्षित वैदेशिक रोजगारबारे जानकारी दिने तथा उनीहरुलाई आप्रवासी स्रोत केन्द्रमा पठाउने,</li> <li>● सम्भावित आप्रवासी कामदारहरुलाई सीप तालिमको थप जानकारीका लागि आप्रवासी स्रोत केन्द्रमा पठाउने,</li> <li>● आप्रवासी कामदारहरूसँग सन्बन्धित मुद्दाहरुलाई (जस्तै उद्धार, शव भिकाउने तथा क्षतिपूर्ति, मेडिकल फेल, ठगी आदि) आवश्यक सहयोगको लागि आप्रवासी स्रोत केन्द्रमा पठाउने</li> </ul>

द्रष्टव्य: माथि उल्लिखित जनशक्ति मध्ये कार्यक्रम संयोजक र लेखा तथा प्रशासन अधिकृतलाई मात्र प्रत्येक स्थानीय सरकारको लागि मुख्य विज्ञ (Key Experts) को रूपमा मुल्यांकनको नम्बरमा समावेश गर्ने गरी अन्य सबै विशेषज्ञ वा पदहरु परामर्शदाताले स्थानीय रूपमा आवश्यकतानुसार भर्ना गर्दा उपर्युक्त अनुसारको योग्यता तथा अनुभवको साथै सम्बन्धीत कामहरु गर्ने गरी भर्ना गर्नुपर्नेछ ।

## छ. २.२. आवश्यक जनशक्ति

क्र.सं.	पद	रोल्पा नगरपालिका	सुनिलस्मृति गाउँपालिका	परिवर्तन गाउँपालिका	मुख्यविज्ञ (Key Experts)को रूपमा कार्यक्रम प्रस्तावमा खुलाउनु पर्ने पदहरु
१	कार्यक्रम संयोजक	१	०	०	मुख्यविज्ञ
२	लेखा तथा प्रशासन अधिकृत	१	०	०	मुख्यविज्ञ
३	सूचना तथा परामर्शकर्ता	२	०	०	दुई जना परामर्शकर्ता मध्ये १ जना महिला अनिवार्य
४	मनोसामाजिक परामर्शकर्ता	१	१	१	महिलालाई प्राथमिकता
५	वित्तीय साक्षरता सहजकर्ता	१	१	१	महिलालाई प्राथमिकता
६	रिटर्नी स्वयंसेवक	३	३	३	

### पुनश्च:

क) माथि उल्लेखित जनशक्तिको कार्यगत शर्तनामा स्थानीयतह कार्यक्रम व्यवस्थापन समितिको स्विकृतीमा स्थानीय सेवा प्रदायक संस्थाले उपलब्ध गराउने छ । उक्त विषयमा कार्यक्रम सहयोग इकाईले आवश्यक सुझाव प्रदान गर्नेछ ।

ख) सबै कर्मचारीको करार अवधि स्थानीय सेवा प्रदायक संस्थासंग हुने कार्यक्रम संभौता अवधि अनुसार हुनेछ । संस्थाको नियमानुसार कर्मचारीको परीक्षणकाल राखिनेछ । परीक्षणकाल पछि कार्य सम्पादन मुल्याङ्कनका आधारमा बाँकी करार अवधि थप गर्न सकिनेछ ।

ग) मुख्यविज्ञहरु छनौट र प्रस्ताव गर्दा विज्ञताको आधारमा गर्नु पर्नेछ र बाँकी कर्मचारीहरु छनौट गर्दा सार्वजनिक सूचना निकाली खुल्ला प्रतिस्पर्धाको आधारमा गर्नु पर्नेछ र सो प्रक्रियामा आवश्यकता अनुसार स्थानीयतह र कार्यक्रम सहयोग इकाई सहयोग लिन सकिनेछ ।

घ) कर्मचारी छनौट तथा नियुक्तीमा संघीय सरकार तथा स्थानीय सरकारले तय गरेको समावेशी नीतिलाई पालना गर्नु पर्नेछ । दलित, आदिवासी, जनजाती, महिला तथा अन्य पछाडी पारीएका समुदाय र बैदेशिक रोजगारीमा गई फर्किएका साथै आप्रवासनको क्षेत्रमा काम गरी दक्ष कार्य अनुभव भएका व्यक्तिहरुलाई प्राथमिकता दिनु पर्नेछ ।

### (ज) परामर्शदाताले काम शुरु गर्ने र सम्पादन गरिसक्नु पर्ने समय:-

यस कार्यक्रमको अवधि १५ जुलाई २०२४ सम्म (३१ असार २०८१ सम्म) रहे ता पनि प्रथम वर्षको लागि १५ जुलाई २०२३ सम्म (३१ असार २०८० सम्म) रहने छ । सो अवधि पश्चात परामर्शदाताको कामको आर्थिक वर्षको आधारमा वार्षिक मुल्यांकन गरी सन्तोषजनक कार्य सम्पादन भएमा वार्षिक रूपमा कार्य सम्पादन थप गरिनेछ । आयोजनाको तोकिएको कार्य सम्पादनको आधारमा अन्तिम आर्थिक वर्ष समेत म्याद थप हुनेछ ।

### (झ) परामर्शदातालाई उपलब्ध गराउने सूचना, भौतिक सुविधा, उपकरणको विवरण:-

परामर्शदातालाई प्रस्तुत कार्य सम्पादन गर्न आप्रवासी स्रोत केन्द्र तथा सूचना केन्द्र व्यवस्थापनको लागि स्थानीय तह तथा कार्यक्रम सहयोग इकाईले आवश्यक सहयोग र समन्वय गर्नेछ । सो बाहेक कार्यसम्पादन गर्न आवश्यक पर्ने सम्पूर्ण भौतिक र कार्यालय व्यवस्था तथा आवश्यक उपकरणहरुको व्यवस्था स्वयं परामर्शदाताले गर्नुपर्नेछ । ती सबै लागत तथा खर्च व्यवस्थापनको लागि परामर्शदाताले सोध भर्ना हुने खर्चहरुको विवरणमा आवश्यक खर्चको व्यवस्था गरी कार्यसम्पादन हुने व्यवस्था गर्नुपर्दछ ।

### (ज) प्रतिवेदन पेश गर्ने:-

परामर्शदाताले माथि उल्लेखित प्रत्येक खण्डहरूमा उल्लेखित अभिलेख र प्रतिवेदनहरू नियमित रूपमा पेश गर्नुपर्ने छ । यस सम्बन्धमा निम्न प्रतिवेदनहरू पेश गर्ने व्यवस्था गर्नुपर्ने छ:

- **मासिक प्रगति तथा आवधिक प्रतिवेदन:** कार्यक्षेत्रगतशर्तको प्रत्येक क्रियाकलापको लागि मासिक प्रतिवेदनको ढाँचा समन्वयकर्ता (सम्पर्क व्यक्ति) र कार्यक्रम सहयोग इकाइले उपलब्ध गराउने छ । यस्तो प्रतिवेदनमा लक्ष्य अनुसार प्रगति नभएको अवस्थामा सो कारण पनि उल्लेख गरी सो समस्या समाधानको पहल गर्नुपर्नेछ । यसको साथै आवधिक रूपमा कुनै प्रतिवेदन समय समयमा माग भएमा परामर्शदाताले त्यस्तो प्रतिवेदन माग भए अनुसार उपलब्ध गराउनु पर्नेछ ।
- **अन्तिम मस्यौदा प्रतिवेदन:** परामर्शदाताले करार सम्झौता बमोजिमको कार्यसम्पादन गरेपछि समग्र करार सम्झौताको कार्यहरूको भौतिक तथा वित्तीय प्रतिवेदन सहित प्रतिफल तथा उपलब्धीको साथै सिक्किएको पाठ सहीतको अन्तिम मस्यौदा प्रतिवेदन स्थानीय तहको सरकारको समन्वयकर्तालाई पेश गर्नु पर्नेछ । यस्तो प्रतिवेदनमा समन्वयकर्ता र कार्यक्रम सहयोग इकाई प्रतिनिधिको राय सुझाव वा प्रतिक्रियाको लागि करार सम्झौता सकिनु १० (दश) दिन अघि पेश गर्नुपर्नेछ । सो अवधिभित्र परामर्शदाताले करार सम्झौता सकिनु कम्तीमा ५ दिन अघि निजहरूबाट सुझाव वा प्रतिक्रिया प्राप्त गर्न पहल गर्नुपर्नेछ ।
- **अन्तिम प्रतिवेदन :** परामर्शदातालाई अन्तिम मस्यौदा प्रतिवेदनमा कुनै राय सुझाव प्रतिक्रिया प्राप्त भएमा सो अनुसार सम्बन्धीत दफा वा विषयमा प्रतिवेदनलाई अन्तिम रूप दिई करार सम्झौता सकिनु २ दिन वा कम्तीमा अन्तिम दिनमा अन्तिम प्रतिवेदन दिनुपर्नेछ । सो प्रतिवेदन साथ करार सम्झौता अन्तर्गत प्राप्त भएका सम्पूर्ण विवरण तथ्यांक तथा कागजातहरू पनि स्थानीयतहमा समन्वयकर्ता मार्फत बुझाउनु पर्नेछ । अन्तिम प्रतिवेदन पछि परामर्शदाताले कार्य स्वीकार प्रतिवेदन समन्वय कर्ताबाट प्राप्त गरी वित्तीय कारोवार तथा कर सम्बन्धी प्रावधानलाई फरफारक गरी करार बन्द गर्नु पर्दछ ।

### (ट) परामर्शदाताले पेश गर्नु पर्ने प्रतिवेदन, तथ्यांक, नक्सा, सर्वे प्रतिवेदन आदिको विवरण:-

करार सम्झौता सम्पन्न भए पछि माथि प्रतिवेदन खण्ड(ज) मा उल्लेख भए बमोजिमको अन्तिम प्रतिवेदन पेश गर्नुपर्नेछ । यसको अतिरिक्त करार सम्झौता बमोजिमको कार्यहरूको कार्य प्रगति प्रतिवेदन देखिने गरी तथ्यांक सहीतको प्रतिवेदन सहीत करारको अवधिको दौरानमा संकलन भएको तथ्यांक, नक्शा तथा सर्वेक्षण प्रतिवेदनहरू परामर्शदाताले कार्य स्वीकार प्रतिवेदन उपलब्ध गराउनु अघि करार सम्झौता समन्वयकर्तालाई पेश गराउनु पर्नेछ ।





क्र. स.	क्रियाकलापहरू	वार्षिक लक्ष्य	सम्भौता भएको मितिलाई आधार मानि मासिक तथा साप्ताहिक आधारमा तयार गरिएको कार्य सञ्चालन योजना																																			
			१				२				३				४				५				६				७				८				९			
			१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४
	रोजगार सेवा केन्द्र संयोजकहरुलाई वैदेशिक रोजगार सम्बन्धि अभुमुखिकरण	२ पटक																																				
	अन्तर्राष्ट्रिय आप्रवासन दिवस (१८ डिसेम्बरमा राख्ने) संचालन गर्ने	१ पटक																																				
	मनोसामाजिक परामर्श कार्यक्रम																																					
	वैदेशिक रोजगारीका कारणले मानसिक तनावमा रहेका परिवारका सदस्यहरुको पहिचान:																																					
	वैदेशिक रोजगारीका कारणले तनावमा रहेका परिवारका सदस्यहरुलाई व्यक्तिगत मनोसामाजिक परामर्श:	१०० कम्तीमा जना																																				
	समुहगत मनोसामाजिक परामर्श सेवा	४०० जना																																				
	वित्तीय साक्षरता कार्यक्रम																																					
	विप्रेषण प्राप्त गर्ने परिवारका विशेष गरी महिला सदस्यहरुको पहिचान तथा भेला																																					
	विप्रेषण प्राप्त गर्ने परिवारका विशेष गरी महिला सदस्यहरुको समूह गठन																																					

क्र. स.	क्रियाकलापहरु	वार्षिक लक्ष्य	सम्झौता भएको मितिलाई आधार मानि मासिक तथा साप्ताहिक आधारमा तयार गरिएको कार्य सञ्चालन योजना																																			
			१				२				३				४				५				६				७				८				९			
			१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४	१	२	३	४
	विप्रेषण प्राप्त गर्ने परिवारका विशेष गरी महिला सदस्यका लागि वित्तीय साक्षरता र मनोसामाजिक परामर्श कक्षा सञ्चालन	१६ समूहहरु ( २५ जना प्रति समूह)																																				
	आप्रवासी हकहित संरक्षण सञ्जाल गठन तथा विस्तार																																					
	सञ्जाल गठन	४ पटक																																				
	सञ्जाल क्षमता विकास																																					
	सञ्जाल परिचालन																																					
	समन्वय तथा अनुगमन																																					
	स्थानीय सरकार परियोजना व्यवस्थापन समिति र स्थानिय सरकार कार्यक्रम समन्वय समिति बैठक	नियमित																																				
	आप्रवासी श्रोत केन्द्र समन्वय बैठक	१ पटक																																				
	मासिक प्रतिवेदन दिने :	महिना अनुसार																																				
	त्रैमासिक प्रतिवेदन दिने:	३ पटक																																				
	अन्तिम प्रतिवेदन दिने:	१ पटक																																				

**महत्वपूर्ण नोट :** हरेक जिल्लाले आफ्नो कार्यक्रम शिर्षकहरु, लक्षित संख्या र सम्झौता भएको मितिलाई आधार मानि यसलाई परिमार्जन गर्नु पर्नेछ ।





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## PART II

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

#### Foreword

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

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**STANDARD FORM OF CONTRACT**

**FORM OF CONTRACT  
FOR  
SAFER MIGRATION PROGRAM**

# **Consultant's Services**

**TIME-BASED FORM OF CONTRACT**



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## Preface

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

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**CONTRACT FOR CONSULTANT'S SERVICES  
Time-Based**

Program Name **Safer Migration Program**

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

between

\_\_\_\_\_  
[Name of the Client]

and

\_\_\_\_\_  
[Name of the Consultant]

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



## I. Form of Contract

### TIME-BASED

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

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

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

#### WHEREAS

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Cost Estimates in Foreign Currency

Appendix D: Cost Estimates in Local Currency

Appendix E: Form of Advance Payments Guarantee [Use only for donor-funded programs. Specify "Not Applicable" for GoN funded programs]

Appendix F: Medical Certificate

Appendix G: Minute of Negotiation Meetings

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

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

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

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

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

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

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

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

---

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

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

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

*[Name of member]*

---

*[Authorized Representative]*

*[Name of member]*

---

*[Authorized Representative]*

*[add signature blocks for each member]*

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## II. General Conditions of Contract

### A. GENERAL PROVISIONS

<p><b>1. Definitions</b></p>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded program.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c) “Borrower [<i>or Recipient or Beneficiary</i>]” means the Government, Government agency or other entity that signs the financing [<i>or loan/grant/program</i>] agreement with the Development Partner.</p> <p>(d) “Client” means [<i>procuring entity/the implementing/ executing</i>] agency that signs the Contract for the Services with the Selected Consultant.</p> <p>(e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(g) “Day” means a working day unless indicated otherwise.</p> <p>(h) “Development Partner (DP)” means the country/institution funding the program as <b>specified in the SCC</b>.</p> <p>(i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(k) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>(l) “GCC” means these General Conditions of Contract.</p>
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	<p>(m) "Government" means the government of Nepal (GoN).</p> <p>(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(p) "Local Currency" means the currency of Nepal (NPR).</p> <p>(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
<p><b>2. Relationship between the Parties</b></p>	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p><b>3. Law Governing Contract</b></p>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.</p>
<p><b>4. Language</b></p>	<p>4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>



<b>5. Headings</b>	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the <b>SCC</b>.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the <b>SCC</b>.</p>
<b>7. Location</b>	7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
<b>8. Authority of Member in Charge</b>	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
<b>9. Authorized Representatives</b>	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .
<b>10. Corrupt and Fraudulent Practices</b>	10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in <b>Attachment 1</b> to the GCC.
<b>a. Commissions and Fees</b>	10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract and/or sanctions by the PPMO.

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

<b>11. Effectiveness of Contract</b>	11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall
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	confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.
<b>12. Termination of Contract for Failure to Become Effective</b>	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>13. Commencement of Services</b>	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .
<b>14. Expiration of Contract</b>	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC or such other time period as the Parties may agree in writing.</b>
<b>15. Entire Agreement</b>	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>16. Modifications or Variations</b>	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
<b>17. Force Majeure</b>	
<b>a. Definition</b>	<p>17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>

<p><b>b. No Breach of Contract</b></p>	<p>17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<p><b>c. Measures to be Taken</b></p>	<p>17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.</p> <p>17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p>
<p><b>d. Extension of Time (EoT)</b></p>	<p>17.8. <i>The Consultant shall submit an application alongwith the revised work schedule, insurance and advance bank guarantee, if any, to the Client for extension of time, stating the causes for delay with supporting evidence atleast Twenty-One (21) calendar days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client, whether:</i></p> <ul style="list-style-type: none"> <li><i>(a) the facilities / services that is to be made available to the Consultants by the Client as per the provisions of the contract agreement is provided or not.</i></li> <li><i>(b) the delay in work is due to custody of the documents by the authorized agencies for the purpose of investigation as per section 67 (ka) of the public procurement act.</i></li> <li><i>(c) the conditions of work are that it could not be done as per the agreement due to the circumstances beyond the control of the consultant or calamities.</i></li> </ul> <p>17.9. <i>While examining the conditions as per 17.8, if it was found that the conditions doesnot prevail but the works as per the works cannot be completed in time, the proposal approving authority can extend the time with liquidated damages upto its maximum period as per the public procurement rules about the liquidated damages.</i></p>

	<p><i>17.10. The proposal approving authority should approve the proposal within the period of contract agreement. The approving authority should report such time extension to higher authority.</i></p> <p><i>17.11. If the extension is not made by the proposal approving authority as per clause 17.13, then the consultants can submit the application to the immediate higher authority for the decision within seven (7) days after the expiry of the contract period. Such authority after investigation about the reasons of application should decide about the time extension within 15 (Fifteen) days after receipt of the application.</i></p> <p><i>17.12. Contract shall be extended if the contract cannot be executed due to the Force Majeure, Client could not provide the matters that required by the consultant or other reasonable reasons.</i></p> <p><i>17.13. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</i></p> <p><i>17.14. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</i></p> <ul style="list-style-type: none"> <li><i>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</i></li> <li><i>(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</i></li> </ul>
<p><b>18. Suspension</b></p>	<p>18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
<p><b>19. Termination</b></p>	<p>19. 1 This Contract may be terminated by either Party as per provisions set up below:</p>

<p><b>a. By the Client</b></p>	<p>19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):</p> <ul style="list-style-type: none"> <li>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;</li> <li>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 52.1;</li> <li>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>(f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.</li> </ul> <p>19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive <i>[or obstructive]</i> practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p><b>b. By the Consultant</b></p>	<p>19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute</li> </ul>

	<p>pursuant to Clauses GCC 52.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 52.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
<p><b>c. Cessation of Rights and Obligations</b></p>	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.</p>
<p><b>d. Cessation of Services</b></p>	<p>19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.</p>
<p><b>e. Payment upon Termination</b></p>	<p>19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses and provisional sums for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly</p>



	termination of this Contract, including the cost of the return travel of the Experts.
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**C. OBLIGATIONS OF THE CONSULTANT**

<b>20. General</b>	
<b>a. Standard of Performance</b>	<p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>
<b>b. Law Applicable to Services</b>	<p>20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, Client’s country prohibits commercial relations with that country; or</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul> <p>20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<b>21. Conflict of Interests</b>	<p>21.1 The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>

<p><b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b></p>	<p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<p><b>b. Consultant and Affiliates Not to Engage in Certain Activities</b></p>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any program resulting from or closely related to the Services.</p>
<p><b>c. Prohibition of Conflicting Activities</b></p>	<p>21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and</li> <li>b. after the termination of this Contract, such other activities as may be specified in the SCC</li> </ul>
<p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.</p>
<p><b>22. Conduct of Consultants</b></p>	<p>22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.</p>



	<p>22.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the contract agreement :</p> <ul style="list-style-type: none"> <li>(i) give or propose improper inducement directly or indirectly,</li> <li>(ii) distortion or misrepresentation of facts</li> <li>(iii) engaging or being involved in corrupt or fraudulent practice</li> <li>(iv) interference in participation of other prospective consultants.</li> <li>(v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>(vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.</li> <li>(vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract</li> </ul>
<p><b>23. Confidentiality</b></p>	<p>23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Program, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.</p>
<p><b>24. Liability of the Consultant</b></p>	<p>24.1 Subject to additional provisions, if any, set forth in the <b>SCC</b>, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>
<p><b>25. Insurance to be Taken out by the Consultant</b></p>	<p>25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the <b>SCC</b>, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p> <p>25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.</p>
<p><b>26. Accounting, Inspection and Auditing</b></p>	<p>26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic</p>

	<p>accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP’s inspection and audit rights provided for under this Clause GCC 26.2 constitute a prohibited practice subject to contract termination.</p>
<p><b>27. Reporting Obligations</b></p>	<p>27.1 The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b>, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<p><b>28. Proprietary Rights of the Client in Reports and Records</b></p>	<p>28.1 Unless otherwise indicated in the <b>SCC</b>, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the <b>SCC</b>.</p>
<p><b>29. Equipment, Vehicles and Materials</b></p>	<p>29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p>

	29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the program or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
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#### D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

<b>30. Description of Key Experts</b>	<p>30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b>.</p> <p>30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in <b>Appendix B</b> may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.</p> <p>30.3 If additional work is required beyond the scope of the Services specified in <b>Appendix A</b>, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.1, the Parties shall sign a Contract amendment.</p>
<b>31. Replacement of Key Experts</b>	<p>31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<b>32. Approval of Additional Key Experts</b>	<p>32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within thirty (30) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.</p>
<b>33. Removal of Experts or Sub-consultants</b>	<p>33.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive <i>[or obstructive]</i> practice while</p>

	<p>performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.</p> <p>33.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
<p><b>34. Replacement/ Removal of Experts – Impact on Payments</b></p>	<p>34.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p>
<p><b>35. Working Hours, Overtime, Leave, etc.</b></p>	<p>35.1 Working hours and holidays for Experts are set forth in <b>Appendix B</b>. To account for travel time to/from the Client’s country, experts carrying out Services inside the Client’s country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client’s country as is specified in <b>Appendix B</b>.</p> <p>35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in <b>Appendix B</b>, and the Consultant’s remuneration shall be deemed to cover these items.</p> <p>35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>

**E. OBLIGATIONS OF THE CLIENT**

<p><b>36. Assistance and Exemptions</b></p>	<p>36.1 Unless otherwise specified in the <b>SCC</b>, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> <li>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</li> <li>(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.</li> </ul>
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	<p>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.</p> <p>(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.</p> <p>(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(g) Provide to the Consultant any such other assistance as may be specified in the <b>SCC</b>.</p>
<p><b>37. Access to Program Site</b></p>	<p>37.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the program site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the program site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>
<p><b>38. Change in the Applicable Law Related to Taxes and Duties</b></p>	<p>38.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.1</p>
<p><b>39. Services, Facilities and Property of the Client</b></p>	<p>39.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (<b>Appendix A</b>) at the times and in the manner specified in said <b>Appendix A</b>.</p>

	<p>39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in <b>Appendix A</b>, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.</p>
<p><b>40. Counterpart Personnel</b></p>	<p>40.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>Appendix A</b>.</p> <p>40.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in <b>Appendix A</b>, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3.</p> <p>40.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
<p><b>41. Payment Obligation</b></p>	<p>41.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.</p>

## F. PAYMENTS TO THE CONSULTANT

<p><b>42. Ceiling Amount</b></p>	<p>42.1 An estimate of the cost of the Services payable in foreign currency is set forth in <b>Appendix C</b>. An estimate of the cost of the Services payable in local currency is set forth in <b>Appendix D</b>.</p> <p>42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the <b>SCC</b>. The Consultant shall notify the Client as soon as cumulative charges incurred for the Services have reached eighty (80) percent of either of these ceilings.</p> <p>42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p>
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<p><b>43. Remuneration and Other Expenses, Provisional Sums and Contingency</b></p>	<p>43.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>43.2 All payments shall be at the rates set forth in <b>Appendix C</b> and <b>Appendix D</b>.</p> <p>43.3 Unless the <b>SCC</b> provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in <b>Appendix B</b>, (iii) the Consultant's profit, and (iv) any other items as specified in the <b>SCC</b>.</p> <p>43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.</p>
<p><b>44. Taxes and Duties</b></p>	<p>44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b>.</p>
<p><b>45. Currency of Payment</b></p>	<p>45.1 Any payment under this Contract shall be made in the currency (ies) specified in the <b>SCC</b>.</p>
<p><b>46. Mode of Billing and Payment</b></p>	<p>46.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <i>Advance payment.</i> Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the <b>SCC</b>. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the <b>SCC</b>. Such guarantee (i) is to remain effective thirty (30) days after the advance payment has been fully set off, and (ii) is to be in the form set forth in <b>Appendix E</b>, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the <b>SCC</b> until said advance payments have been fully set off.</p>

	<p>(b) <u><i>The Itemized Invoices.</i></u> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p> <p>(c) The Client shall pay the Consultant's invoices less retention money within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.</p> <p>(d) <u><i>The Final Payment.</i></u> The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such forty-five (45) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within ninety (90) days after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.</p> <p>(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the <b>SCC</b>.</p> <p>(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
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<b>47. Retention</b>	<p><b>47.1.</b> The Client shall retain from each payment due to the Consultant the proportion stated in the <b>SCC</b> until Completion of the whole of the Works.</p> <p><b>47.2.</b> One half the total amount retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 46.1 (d).and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.</p>
<b>48. Interest on Delayed Payments</b>	<p><b>48.1.</b> If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p>
<b>49. Liquidated Damages</b>	<p><b>49.1.</b> The Consultant shall pay liquidated damages to the Client at the rate per day stated in the <b>SCC</b> for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.</p>

### **G. FAIRNESS AND GOOD FAITH**

<b>50. Good Faith</b>	<p>50.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
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### **H. SETTLEMENT OF DISPUTES**

<b>51. Amicable Settlement</b>	<p>51.1 The Parties shall use their best efforts to settle seek to resolve any dispute amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.by mutual consultation.</p>
<b>52. Dispute Resolution</b>	<p>52.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the arbitration in accordance with the provisions specified in the <b>SCC</b>.</p>

**I. BLACKLISTING**

<p><b>53. Blacklisting</b></p>	<p>53.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant.</p> <ul style="list-style-type: none"> <li>a) if it is proved that the consultant committed acts pursuant to GCC 22..2,</li> <li>b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,</li> <li>c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,</li> <li>d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.</li> <li>e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant’s qualification information,</li> <li>f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</li> </ul> <p>53.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Development Partner in case of donor funded program, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned Development Partner.</p>
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**III. Special Conditions of Contract**

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

<p><b>Number of GC Clause</b></p>	<p><b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b></p>
<p><b>1.1(h) Definations</b></p>	<p>Development Partner (DP) is: <b>SDC, Government of Switzerland</b></p>
<p><b>6.1 and 6.2 Communications</b></p>	<p><b>The addresses are:</b>                      Client : _____  <b>Respective Rural/Municipality, Office of the Municipal Executive,</b></p>

	<p>Attention :  <b>Mr/s.....,</b>                  E-mail (where permitted):  <b>.....@gmail.com,</b></p> <p>Consultant : _____                  _____                  Attention : _____                  Facsimile : _____                  E-mail (where permitted) : _____</p>
<p><b>8.1 Authority of Member in Charge</b></p>	<p><b>Not Applicable</b>  <i>[Note: If the Consultant consists only of one entity, state "N/A"; OR                  If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i>  <b>The Lead Member on behalf of the JV is <i>Not Applicable</i></b> _____                  [insert name of the member]</p>
<p><b>9.1 Authorized Representatives</b></p>	<p><b>The Authorized Representatives are:</b>  <b>For the Client:</b> [name, title]: <b>CAO or ther person designated by CAO</b>  <b>For the Consultant:</b> [name, title] <b>Name of Authorized person,(having power of attorney) Name of LSP, Place, Address</b></p>
<p><b>12.1 Termination of Contract for Failure to Become Contract</b></p>	<p>Termination of Contract for Failure to Become Effective:  <b>The time period shall be <b>One (1) Months</b> [insert time period, e.g.: four months].</b></p>
<p><b>13.1 Commencement of Services</b></p>	<p>Commencement of Services:                  The number of days shall be <b>10 (Ten) days</b> [e.g.: ten].                  Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<p><b>14.1 Expiration of Contract</b></p>	<p><b>Expiration of Contract:</b>  <b>The time period shall be <b>3 years or 12 (Twelve) months</b> [insert time period for the Services, e.g.: twelve months].</b></p>
<p><b>21 b. Conflict of Interest- Consultant and Affiliates not to</b></p>	<p><b>The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p>

<p><b>Engage in Certain Activities</b></p>	
<p><b>21.1.4 (b) Conflict of Interest-Prohibiting of Conflicting Activities</b></p>	<p><b>Not Applicable</b>  <b>Additional Prohibition of Conflicting Activities if any</b></p> <hr/> <p><i>[insert Not Applicable if there are no additional prohibition activities]</i></p>
<p><b>24.1 Liability of the Consultant</b></p>	<p><b>No additional provisions.</b></p> <p>[OR</p> <p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p><b>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</b></p> <p><b>(i) for any indirect or consequential loss or damage; and</b></p> <p><b>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p><b>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</b></p> <p><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.</b></p>
<p><b>25.1 Insurance to be Taken by the Consultant</b></p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>[Note: Delete what is not applicable except (a)].</p> <p><b>(a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract; [insert amount and currency which should be not less than the total ceiling amount of the Contract]; Contract price with VAT</b></p>

	<p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nepal by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <b>“in accordance with the applicable law of Nepal”</b>; <i>[insert amount and currency or state “in accordance with the applicable law of Nepal”]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state</i> <b>“in accordance with the applicable law in of Nepal”</b><i>]</i>;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law of Nepal, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p><b>28.1</b>  <b>Proprietary Rights of the Client in Report and Records</b></p>	<p><b>Not Applicable</b>  <i>[Note: If applicable, insert any exceptions to proprietary rights provision_____</i>  <b>Unchanged</b> _____</p>
<p><b>28.2</b>  <b>Proprietary Rights of the Client in Report and Records</b></p>	<p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><b>The Consultant shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Client.]</b></p> <p><b>OR</b></p> <p><b>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant]</b></p> <p><b>OR</b></p> <p><b>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</b></p>

<p><b>36.1 (a) through (f) Assistance and Exemptions</b></p>	<p><b>[Note:</b> List here any changes or additions to Clause GCC 36.1. If there are no such changes or additions, delete this Clause SCC 36.1.] <b>Unchanged</b></p>
<p><b>36.1(g) Assistance and Exemptions</b></p>	<p><b>[Note:</b> List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 36.1(f).] <b>Unchanged</b></p>
<p><b>42.2 Ceiling Amount</b></p>	<p><b>The ceiling in foreign currency or currencies is: Not Applicable</b> [insert amount and currency for each currency] [indicate: <b>inclusive</b> or <b>exclusive</b>] <b>of Value Added Tax (VAT).</b></p> <p><b>The ceiling in local currency is:</b> _____ [insert amount and currency] [indicate: <b>inclusive</b> or <b>exclusive</b>] <b>of Value Added Tax (VAT).</b></p> <p><b>VAT chargeable in respect of this Contract for the Services provided by the Consultant shall</b> [insert as appropriate: <b>“be paid”</b> or <b>“reimbursed”</b>] <b>by the Client</b> [insert as appropriate: <b>“for”</b> or <b>“to”</b>] <b>the Consultant as per the applicable Finance Act/ VAT law.</b></p>
<p><b>43.3 Remuneration and Other Expenses, Provisional Sums and Contingency</b></p>	<p><b>Price adjustment on the remuneration apply.</b> [insert <b>“applies”</b> or <b>“ does not apply”</b>]</p> <p><b>[Note:</b> If the Contract is less than 12 months, price adjustment does not apply.</p> <p>If the Contract has duration of more than 12 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:</p> <p>{Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract ) by applying the following formula:</p> $R_f = R_{fo} \times \left[ 0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$

where

$R_f$  is the adjusted remuneration;

$R_{fo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

$I_f$  is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

$I_{fo}$  is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

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

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

$$R_l = R_{lo} \times \left[ 0.1 + 0.9 \frac{I_l}{I_{lo}} \right]$$

where

$R_l$  is the adjusted remuneration;

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

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

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

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

- (3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor  $X_o/X$ .  $X_o$  is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract.  $X$  is the number of units of currency of the country of the official index, equivalent to one unit of the currency of



	<p>payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<p><b>44.1 Payment Obligation</b></p>	<p><b>i) The Consultant, the Sub-Consultant and the Experts are responsible for meeting any and all tax liabilities other than Value Added Tax (VAT) arising from the Contract.</b></p>
<p><b>45.1 Currency of Payment</b></p>	<p><b>The currency of payment shall be the following: Nepali Rupees list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2] NRs</b></p>
<p><b>46.1(a) Mode of Billing and Payment- Advance Payment</b></p>	<p><b>Not mentioned in clause 42...of law .but as per this standard RFP client shall provide advance upto 20% after 30 days of contract signing.</b></p> <p><b>The advance payment will be settled by the Consultant within 9 months.</b></p> <p><b>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</b></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance payment bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p> <p><b>[Note: Advance payment provision can be included only for donor funded programs according to their guidelines. There is no provision of advance payment to consultant in the public procurement act/regulation. In case of GoN funded program, insert "Not Applicable" in place of the above text.]</b></p>
<p><b>46.1(b) Mode of Billing and Payment- The itemized Invoices</b></p>	<p><b>[Note: Delete this Clause SCC 46.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</b></p> <p><b>The Consultant shall submit to the Client itemized statements at time intervals of__“every quarter”, _____ [e.g. “every quarter”, “every six months”, “every two weeks”, etc.].]</b></p>
<p><b>46.1(e) Mode of Billing and Payment-</b></p>	<p><b>The accounts are:</b></p> <p><b>for foreign currency: [insert account].</b></p>



<p><b>The itemized invoice</b></p>	<p>for local currency: <i>[insert account]</i>.</p>
<p><b>47.1 Retention</b></p>	<p>The proportion of payments retained is: .....5%.</p> <p><b>[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</b></p> <p><b>Payment: payment against progress of work and actual expenditure.</b></p> <p><b>Final payment: final payment against work completion certificate/report within 90 days after receiving final report and invoices.</b></p> <p><b>[Note: Total sum of all installments shall not exceed the Contract price set up in SCC39.1.]</b></p>
<p><b>48.1 Interest on Delayed Payments</b></p>	<p>The interest rate is: <b>10%</b></p>
<p><b>49.1 Liquidated Damage</b></p>	<p>The liquidated damages is: <b>0.05% per day.</b></p> <p>The maximum amount of liquidated damages is: <b>10% of contract price</b></p>
<p><b>52. Dispute Resolution</b></p>	<p><b>(a) Contracts with foreign consultants:</b>  <b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint</p>

	<p>one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<b>Note:</b> If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<b>Note:</b> If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p>

	(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p><b>(b) Contracts with domestic consultants:</b></p> <p>Arbitration shall be conducted in accordance with Nepal Arbitration Act 2055.</p>



## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-6 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]*

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

### APPENDIX B - KEY EXPERTS

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

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

### APPENDIX C – COST ESTIMATES IN FOREIGN CURRENCY

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

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

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

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

*(Expressed in [insert name of currency])\**

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sub>1</sub>	Overhead <sub>1</sub>	Subtotal	Profit <sub>2</sub>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sub>1</sub>
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name and Title: \_\_\_\_\_

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**APPENDIX D – COST ESTIMATES IN LOCAL CURRENCY**

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

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

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## APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

*[See Clause GCC 46.1 (a)]*

### Bank Guarantee for Advance Payment

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

**Beneficiary:** \_\_\_\_\_ *[name and address of Client]*

**Date:** \_\_\_\_\_ *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ *[insert date]* with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.

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

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

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.



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Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

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*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”