

**REQUEST FOR PROPOSALS
RFP:136**

Nepal

RURAL WATER SUPPLY AND SANITATION PROJECT-II

IDA CREDIT # 3911-NP & IDA GRANT # H369-NP

Assignment

Accountant Training of SOs Accountants for Batch VIII

Ref. No.

-066/67

Date: 20 January 2010

Section 1. Letter of Invitation

List of SAs and address attached.

Dear Sir,

The Fund Board now invites proposals to provide the following consulting services: **Accountant Training of SOs Accountants for Batch-VIII**

More details on the services are provided in the Terms of Reference.

This Request for Proposal (RFP) has been addressed to the following short listed Consultants:

SN	FIRMS
1.	Baskota & Co. JV with JBRH & Co.
2.	Guragain & Associates
3.	Kuber & Co.
4.	Kumud Tripathy & Co.
5.	NK Joshi & Co.
6.	PP Pradhan & Co.

It is not permissible to transfer this invitation to any other firm.

A firm will be selected under Quality and Cost Based Selection method and procedures described in this RFP, in accordance with the policies of the International Development Association (IDA)] detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

Please inform us in writing at the following address within 25 January 2010.

RWSSFDB
P O Box 12414
Maharajgunj, Kathmandu

upon receipt:

- (a) that you received the Letter of Invitation;
- (b) whether you will submit the proposal or not;
if yes and in case of failure of submitting the proposal at the end, it will be negatively reflected in your short-listing for future assignments; and

Yours sincerely,

Arjun Narsing Rayamajhi
Executive Director

Section 2. Instructions to Consultants

Definitions

- (a) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the government of the Client’s country.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Consultants.

Conflict of Interest

- 1.6 Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A Consultant (including its Personnel 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 to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

- 1.6.2 Consultants 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 disqualification of the Consultant or the termination of its Contract.
- 1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

- 1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

- 1.7 The Bank requires that all Borrowers (including beneficiaries of Bank loans), as well as Consultants participating in Bank-financed projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Bank:
- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.
 - (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

- (e) will have the right to require that, in contracts financed by the Bank, a provision be included requiring Consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Bank.
- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Origin of Goods and Consulting Services

- 1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
 - (ii) 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 imports of goods from that country or any payments to persons or entities in that country.

Only one Proposal

- 1.11 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

- 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

Eligibility of Sub-Consultants

- 1.13 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each

assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
 - (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
 - (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
 - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
 - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
 - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such taxes amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract. The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for QBS

- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

- 5.4 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

- 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank’s antifraud and corruption policy.

Instructions to Consultants
DATA SHEET

Paragraph Reference													
1.1	Name of the Client: Rural Water Supply and Sanitation Fund Development Board Method of selection: Quality and Cost Based Selection												
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: (Yes / No) Yes Name of the assignment is: Accountant Training of SOs Accountants for Batch VIII</p> <p>This package has been made to conduct 5 days Accountant Training for Accountants of SO staff of Batch-VIII (70 SOs located in the several districts of Eastern, Central, Western, Mid and Far Western Development Regions) in a short period of time. The total assignment is divided into two groups. Training should be organized in assigned places as shown in the following table.</p> <p>The SA should submit one technical proposal but financial proposal has to be submitted for the all packages separately.</p> <p style="text-align: center;">Accountant Training for Accountants of SO staff of Batch-V</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Training Package</th> <th style="text-align: center;">Training Group</th> <th style="text-align: center;">SOs and District</th> <th style="text-align: center;">Training Venue</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1st</td> <td style="text-align: center;">as per attachment (annex-A)</td> <td style="text-align: center;">Chitwan</td> </tr> <tr> <td></td> <td style="text-align: center;">2nd</td> <td style="text-align: center;">as per attachment (annex-A)</td> <td style="text-align: center;">Nepalgunj</td> </tr> </tbody> </table> <p>There are 2 groups of training in this package and the participants in each group will be tentatively 35. Thus, the SAs are requested to prepare the financial proposal based on 35 participants.</p> <p>Specifics of the Assignment:</p> <p>The Accountant Training for SOs Accountants shall be carried out for 5 days period as per the content, objectives and processes specified in the training modules of Fund Board (the training module No. B,2 (code no. D.230). However, SA can suggest appropriate modifications in the module and can be accommodated with mutual agreement. The training program should include but not limited to the following:</p> <p>Course Contents</p> <ul style="list-style-type: none"> • Basic Accounting System/ concept • Receipt and Payment Book/Cash Book • Procurement • Store Accounting • Operation of Bank Account • Bank Reconciliation • Maintenance of Books of Accounts • Financial Reporting • WSUC treasures training (curriculum, format) <p>The details are given in TOR.</p>	Training Package	Training Group	SOs and District	Training Venue	1	1 st	as per attachment (annex-A)	Chitwan		2 nd	as per attachment (annex-A)	Nepalgunj
Training Package	Training Group	SOs and District	Training Venue										
1	1 st	as per attachment (annex-A)	Chitwan										
	2 nd	as per attachment (annex-A)	Nepalgunj										

1.3	A pre-proposal conference will be held: (Yes / No) Yes; at 14:00, 25 January 2010												
1.4	The Client will provide the following inputs and facilities: <ul style="list-style-type: none"> • Sample SO's Contracts • List of SOs • Implementation Manual (including financial reporting format) 												
1.6.1	The Client envisages the need for continuity for downstream work: (Yes / No) No												
1.11	The participation of sub consultants is not allowed. The participation of key staffs to more than one proposal shall not be allowed, too.												
1.12	Proposals must remain valid 60 days after the submission date, i.e. until: 11 April, 2010												
2.1	Clarifications may be requested not later than 7 days before the submission date. The address for requesting clarifications is: Rural Water Supply and Sanitation Fund Development Board Head Office Shree Shiva Marg, Maharajgunj P.O.Box 12414, Kathmandu,Nepal Phone: 4003010, Facsimile: 4003011 E-mail: khaskosh@rwss.org, madan@rwss.org												
3.1	Proposals shall be submitted in the following language: English												
3.3 (a)	Short listed Consultants may associate with other short listed Consultants: (Yes / No) No												
3.3 (b)	The estimated number of persons (trainers) required to carry out one group of Accountant training are at least three including training coordinator with qualification and experience as shown below. <table border="1" data-bbox="349 1186 1477 1486"> <thead> <tr> <th>Sr. No.</th> <th>Trainers</th> <th>Number</th> <th>Qualification and experience</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Training Coordinator</td> <td>1</td> <td>At least Master degree in Management Specialization on Account and financial management with Relevant training, TOT and 5 yrs relevant experience.</td> </tr> <tr> <td>2.</td> <td>Trainer</td> <td>2</td> <td>At least Bachelor degree in Management Specialization on Account and financial management with Relevant training, TOT and 5 yrs relevant experience.</td> </tr> </tbody> </table> <p>The overall responsibility of the training coordinator is to manage the training, reporting and coordinate with the Fund Board. But the training coordinator may also facilitate the relevant session in the training.</p>	Sr. No.	Trainers	Number	Qualification and experience	1	Training Coordinator	1	At least Master degree in Management Specialization on Account and financial management with Relevant training, TOT and 5 yrs relevant experience.	2.	Trainer	2	At least Bachelor degree in Management Specialization on Account and financial management with Relevant training, TOT and 5 yrs relevant experience.
Sr. No.	Trainers	Number	Qualification and experience										
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2.	Trainer	2	At least Bachelor degree in Management Specialization on Account and financial management with Relevant training, TOT and 5 yrs relevant experience.										
3.4	The format of the Technical Proposal to be submitted is: (FTP or STP) FTP												
3.4 (g)	Training is a specific component of this assignment: (Yes / No) No .												
3.6	Reimbursable Expenses: (In Nepalese Currency) The economic airplane fare shall be reimbursed by the Fund Board to SA on submission of original airplane. Where airplane is only and shortest means of transportation to go to project account review. The Air fare cost should not be included in financial proposal since it will be reimbursed as per actual basis by the Board to SA.												

3.7	Amounts payable by the Client to the Consultant under the contract to be subject to the normal tax liability. Kindly consult the concerned tax authorities or applicable laws for further information. The Financial Proposal must include VAT and all taxes.																																						
3.8	The currency(ies), in which the proposals can be expensed and contract payments will be made is (are) : Nepalese Rupees																																						
4.3	Consultant must submit the one original and two copies of the Technical Proposal, and the original of the Financial Proposal.																																						
4.5	<p>The Proposal submission address is:</p> <p>Rural Water Supply and Sanitation Fund Development Board Head Office Shree Shiva Marg, Maharajgunj P.O.Box 12414, Kathmandu,Nepal Phone: 4003010, Facsimile: 4003011 E-mail: khaskosh@rwss.org, madan@rwss.org</p> <p>Proposals must be submitted no later than the following date and time: February 10, 2010 by 4:00 pm</p>																																						
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">5</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td style="text-align: right;">30</td> </tr> <tr> <td style="padding-left: 20px;">a) Understanding of TOR</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">b) Technical approach and methodology</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">c) Work plan</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">d) Organization and staffing</td> <td></td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td style="text-align: right;">65</td> </tr> <tr> <td colspan="2">The number of points to be assigned to each of the key positions or disciplines shall be determined considering the following two sub-criteria:</td> </tr> <tr> <td>a) General qualifications</td> <td style="text-align: right;">15.0</td> </tr> <tr> <td style="padding-left: 20px;">a1.General education & training</td> <td style="text-align: right;">2.5</td> </tr> <tr> <td style="padding-left: 20px;">a2.Length of experience</td> <td style="text-align: right;">5.0</td> </tr> <tr> <td style="padding-left: 20px;">a3.Position held</td> <td style="text-align: right;">5.0</td> </tr> <tr> <td style="padding-left: 20px;">a4.Time with consulting firm</td> <td style="text-align: right;">2.5</td> </tr> <tr> <td>b) Adequacy for the assignment</td> <td style="text-align: right;">50.0</td> </tr> <tr> <td style="padding-left: 20px;">b1.Relevant Education</td> <td style="text-align: right;">10.0</td> </tr> <tr> <td style="padding-left: 20px;">b2.Training</td> <td style="text-align: right;">5.0</td> </tr> <tr> <td style="padding-left: 20px;">b3.Experience relevant to the assignment</td> <td style="text-align: right;">35.0</td> </tr> <tr> <td>Total points for the three criteria:</td> <td style="text-align: right;">100</td> </tr> </tbody> </table> <p>The minimum technical score required to pass is 70 points.</p> <p>It is to be noted that</p> <ul style="list-style-type: none"> • The weightage for all key staffs is equal. • The Proposed staffs will be disqualified if lacking required qualification and experience as per TOR. 		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	5	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	30	a) Understanding of TOR		b) Technical approach and methodology		c) Work plan		d) Organization and staffing		(iii) Key professional staff qualifications and competence for the assignment:	65	The number of points to be assigned to each of the key positions or disciplines shall be determined considering the following two sub-criteria:		a) General qualifications	15.0	a1.General education & training	2.5	a2.Length of experience	5.0	a3.Position held	5.0	a4.Time with consulting firm	2.5	b) Adequacy for the assignment	50.0	b1.Relevant Education	10.0	b2.Training	5.0	b3.Experience relevant to the assignment	35.0	Total points for the three criteria:	100
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5.6	<p>The single currency for price conversions is: Delete as costs are to be quoted in local currency</p> <p>The source of official selling rates is: Delete as costs are to be quoted in local currency</p> <p>The date of exchange rates is: Delete as costs are to be quoted in local currency</p>
5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.6$ and $P = 0.4$</p>
6.1	<p>Expected date and address for contract negotiations: 25 February 2010 at the RWSSFDB, Kathmandu.</p>
7.2	<p>Expected date for commencement of consulting services: 27 February 2010</p>

Section 3. Technical Proposal - Standard Forms

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Data, Services and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

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 Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.¹

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]² as a joint venture confirming joint and several liability or as sub-consultants.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2 Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

¹ [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: " We are hereby submitting our Proposal , which includes this Technical Proposal only."]

² [Delete in case no association is foreseen.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use not more than 20 pages.] Documentary evidence for work experience is mandatory.

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3 Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on data, services and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 **DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) *Technical Approach and Methodology.* *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) *Work Plan.* *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

c) *Organization and Staffing.* *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional and Support Staffs				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education*** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment **[a copy of final academic degree certificate is mandatory]**]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:*____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11. The client may ask for proof of work certificates if</i>
------------------------------------	---

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>required during evaluation process]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member with blue ink] Day/Month/Year



Contact Telephone No. of staff member _____

Signature of authorized representative _____
 Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
1		[Home]																
		[Field]																
2																		
n																		
										Subtotal								
										Total								

- 1 Professional and support Staff input should be indicated individually.
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their 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 under para. 3.6 of section 2. Such forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the VAT, which we have estimated at [Insert amount(s) in words and figures].

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 Paragraph Reference 1.12 of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on behalf will engage in bribery.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2 SUMMARY OF COSTS

Costs	Amounts(NRs)
Sub Total (Total of FIN-3)	
Value Added Tax (VAT)	
Total Amount of Financial Proposal	

FORM FIN-3 COST BREAKDOWN

4C. Breakdown Of Price Per Activity

Cost Estimate of the Service for Account Training for Sos Batch VIII
 Cost Estimate for Two Group of Training (5 days training for 35 participants in a Group)
 (Western, Mid-Western and Far Western Region Group-1
 Eastern and Central Region, Group-2)

1	Remuneration of Staff	Name	No.	Working days	Unit	Daily Rate (Rs.)	Total Cost (Rs.)
	Training Co-ordinator		1	10	days		
	Trainer		2	7	days		
	Sub-Total Remuneration of Staff (1)						
2	Out of Pocket Expenses						
	Staff Cost		No.	Quantity	Unit	Rate (Rs.)	Total Cost (Rs.)
a	Per Diem						
	Training Co-ordinator		1	7	days		
	Trainer		2	7	days		
b	Travel for out of kathmandu valley only		6		roundtrips		
c	Miscellaneous Expenses: (Please list)						
	Communication				L.S.		
	Photographs				L.S.		
	Handouts/questions production and photocopy		35	1	set		
	Report Production and Other Office Support				L.S.		
	Sub-Total Out of Pocket Expenses (2)						0
3	Participants Cost		No.	Quantity	Unit	Rate (Rs.)	Total Cost (Rs.)
a	Lodging and Fooding per diem to participant		35	6	days		
b	Travel cost*		35	1	roundtrips		
c	Food expenses during travel*		35	2	trip		
d	Miscellaneous Expenses: (Please list)						
	Stationery and Supplies		35	1	L.S.		
	Rental for Training Hall		1	5	days		
	Miscellaneous (hiring equipments)				L.S.		
	Sub-Total Participants Cost (3)						
4	Total Participants Cost for 1 group						
5	Total Participants Cost for 2 group (4*2)						

Note:

* Reimbursable (economic means of transportation may include aeroplane expenditure from remote district where plane is only one means and food expenses during on-foot travel that exceeds one day) with supporting documents/receipts unless otherwise specified.

Section 5. Terms of Reference

For

Accountant Training of SOs Accountants for Batch VIII

1. Background

The Rural Water Supply and Sanitation Fund Development Board (the Fund Board) is implementing a demand led community based Rural Water Supply and Sanitation Project jointly funded by the IDA and GoN. The objectives of the Project are to: i) improved sector institutional performance and mainstreamed "Fund Board" approach in the Government's system, and ii) communities supported to form inclusive local water supply and sanitation user groups that can plan, implement, and operate drinking water and sanitation infrastructure that delivers sustainable health, hygiene, and productivity benefits to rural households.

The focus of the project is to empower rural communities by using a demand driven approach to service delivery and a participatory process in decision making to implement their water supply and sanitation schemes with the assistance of the support organization (SOs) recruited by the Board. The SOs are local, national or international level non governmental organizations or private sector organizations established or recognized under the prevalent laws and selected by the Board to provide necessary support to Users' Groups for Planning and Implementing schemes.

The schemes are implemented in batches - each batch comprising of 3 phases, namely (1) A Pre-Development Phase, (2) a Development Phase, and (3) an Implementation Phase of respective approximate duration of 12 months, 12 months and 13 months (total of 37 months). In the Pre-Development Phase potential SOs and schemes are identified; in the Development Phase SOs educate, train and prepare communities to enable them to implement schemes taking lead role and operate and maintain their own schemes and in the Implementation Phase schemes are implemented by communities with the assistance from the SOs. The Fund Board provides technical and financial assistance to the SOs and communities in all the phases of scheme implementation incorporating comprehensive monitoring procedures.

The Board hires Service Agencies (SAs), which are registered firms and organizations or individuals, to assist it to carry out assignments in various areas including Accountant Training of SOs Accountants for Batch VIII.

This assignment relates to **Accountant Training of SOs Accountants for Batch VIII** consisting of:

2. The Assignment

2.1 Introduction

WSUCs have been formed and they have their own role to play in the success of program. Under this program WSUCs have to manage implement the water supply and sanitation program including the procurement of non local materials with the O&M fund, WTSS fund and sanitation fund. They have to keep records of their contributions towards the project cost, and are required to keep proper records of the materials delivered for the construction of the project. Therefore, proper accounting and financial control system at the WSUC/SO level is essential. Hence, there is a great need for providing basic skills of book keeping training to WSUC and SO. For this, trainers' training to SO Accountant shall be provided which eventually shall provide training to WSUC Treasurer.

2.2 Objective

Objective of the training is to train the SOs accountants on the accounting system adopted by RWSSFDB and make them able to conduct training to the WSUC Treasurer.

More specifically the objectives of the training program are to:

- To provide book-keeping and accounting knowledge to WSUC and SO on how to properly maintain the books of accounts, records and information in a transparent, consistent and generally acceptable manner.
- To make the SO accountant capable of keeping up-to-date accounting records and financial information of SO
- To provide basic knowledge of book keeping and accounting to WSUC treasurers.
- To build up capability of SO Accountant to facilitate training to WSUC Treasurers on book keeping.

3. Scope of the Work

The Accountant Training for SOs Accountants shall be carried out for 5 days period as per the content, objectives and processes specified in **the training modules of Fund Board (the training module No. B,2 (code no. D.230)**. However, SA can suggest appropriate modifications in the module and can be accommodated with mutual agreement. The training program should include but not limited to the following:

Course Contents

- Basic Accounting System/ concept
- Receipt and Payment Book/Cash Book
- Procurement
- Store Accounting
- Operation of Bank Account
- Bank Reconciliation
- Maintenance of Books of Accounts
- Financial Reporting
- WSUC treasures training (curriculum, format)

3.1 Management Responsibility Prior to Conducting the Training/Orientation Program

- The SA will be responsible for the training evaluation in terms of pretest/posttest evaluation.
- The training team of the SA should study the training modules provided by the Fund Board and make necessary changes in consultation with the Fund Board, if required. As such, it is mandatory to take a copy of training modules and relevant training materials indicated in each session.
- The SA will be responsible **to make available training hall including lodging and fooding arrangements within the allocated venues/place with consent of RWSSFDB**. The Fund Board should be supported to finalize the arrangements.
- The SA should ensure that the participants invited by the Fund Board, attends the Training/orientation program.
- The SA should responsible to provide stationeries at least a bag, plastic/coated file/folder, note book, pen, pencil etc. to the participants in the training.
- The SA should responsible to provide hands out to the participants. The Fund Board will provide just a master copy of the hands out and that has to be distributed to the participants by making photocopies by the SA. **The estimated number of photocopy to be distributed per participants will be 100 copies.**

All these costs have to be clearly reflected in the financial proposal of the SA.

3.2 Participants Accommodation and Food

The SAs will be responsible to arrange and manage the modest accommodation (at least clean bed and toilet nearby) and meal (Nepali continental food with at least one time meat in a day) for the participants. As per the Fund Board estimation, the modest lodging and food can be arranged at the rate of NRs. 650.00 (Rupees Six hundred fifty only) per participant per day.

The SA will be responsible to clarify that the participants will only be provided lodging and meal during training period and no other allowances will be provided.

All these costs have to be clearly reflected in the financial proposal of the SA.

3.3 Transportation and DSA on the way

- The SA will be responsible to arrange necessary transportation in relation to the training activities by themselves.
- **Transportation Cost:** The SA shall be responsible to clarify that the participants will be provided two ways transportation cost on producing the actual bus fare ticket bills or estimated cost of travel by the bus. SAs need not to mention Airfare of participants coming by aeroplane where aeroplane is the only reliable and shortest means of traveling to reach to the training venue. In such case, the Fund Board will allow SA to use contingency for reimbursing participants' actual plane fare tickets (two way cost after submitting the air tickets of such participants).
- **Fooding Cost during Travel:** For the food and other expenses of the participants during travel to training venue, Rs. 400.00 (four hundred only) for coming and Rs. 400.00 (four hundred only) for going the total Rs. 800.00 (eight hundreds only) will be provided to each participant on lump sum basis. No other payment will be made in relation to the travel.
- **Lodging and Fooding Adjustment:** Lodging and Fooding expenses for participants during training will be as per budget estimate. If the number of participants are less or more than the specified numbers, lodging and fooding expenses will be adjusted accordingly based on actually numbers of participants. However, if the numbers of participants is less than specified numbers deduction will be made after 2nd days only.

All these costs have to be clearly reflected in the financial proposal of the SA.

3.4 Composition of the Training Team

The SA will identify qualified trainers and training management team comprises of one Training Coordinator and two Account Trainers to meet the training objectives as per the training module provided by the Fund Board. The Account Trainers have to facilitate the training for the whole training period and the Training Coordinator is responsible for the overall management of the training.

Those who are government employees and civil servants of the government owned university, academic and research institute and any other government organizations are ineligible for the selection as consultants of the Fund Board.

The SA will have to ensure that the manpower deployed to organize and manage the training should be as per the proposal agreed with the Fund Board.

The SA is required to make pre-planning sessions to organize and orient the training team to conduct the training/orientation workshop as per the training modules provided by the Fund Board. The Fund Board staffs on their time availability may participate in orientation programme organized for Training team members. The SA will coordinate with the Fund Board especially to the CHR/PD of the Fund Board in concerned matters.

3.5 Duration of the Assignment

- The training team should complete training program as per the allocated (5 full days) time and resources.
- The duration of the assignment will be as per the agreed proposal and training module.

3.6 Conducting the Orientation/Training Program

- The training team should prepare all the material and financial reporting format as per minimum requirement of the RWSSDB from the SOs.
- The training team of the SA should on their own, make photocopies of provided handouts, teaching-learning materials, **reference materials** and stationeries to the participants as per the requirement of the training.

- The trainer team should conduct the session using the appropriate teaching materials with participatory method with group working. The language of training and training material are preferable in **NEPALI**, if it is not possible, NEPALI and ENGLISH mixed language can be used.
- The draft session plan is attached (annex-A), however the SA shall improve and revised this session plan as per requirement with the time frame.
- The training team is responsible to follow the timing allocated to each classroom sessions and group exercises.
- It is the SA's responsibility to arrange the training materials including stationery, posters, pamphlets, visual aid, camera, overhead and others instruments required in the training.
- The training will carry out periodic evaluation of the training program and individual participants as agreed in the proposal.
- The training team is required to ensure that no false expectation or hopes of the participants in regard to the allowances and others terms and conditions of the Fund Board is raised and assured.
- The SA will ensure that the objectives of the training/orientation program during the training are achieved.

4.0 Methodology

Discussion, workshop, field exercise/observation (if necessary) and lecture with more participatory and two-way communication between trainers and trainees will be used in demonstrating the following tools and materials for learning:

* **Visual Aids**

- understanding the importance of visual aids in account education with respect to investigation, analysis, teaching and learning.

* **Creating visual Aids**

- developing simple drawing skills for creating visual aids.

* **Use of Flash Cards Charts, Posters**

- learning how and when to use these effectively in order to support the educational process.

* **Demonstrations**

- developing skills through practice and use of material, tool or process.

* **Case study/ Story Telling: As an Educational Tool.**

- analyzing real village or activity situations and identifying, discussing problems and solutions to resolve or improve the situation, as in account learning.

* **Games**

- understanding and developing skills in using SARAR, health games to investigate and analyze health and sanitation problems, as well as to reinforce health messages (if applicable to account learning).

* **Question and Answer skills**

- developing communication and motivational skills for confidently asking open ended questions that promote discussions that bring solutions.

5. Packaging of Assignments

This package has been made to conduct 5 days Accountant Training for Accountants of SO staff of Batch-VIII (70 SOs located in the several districts of Eastern, Central, Western, Mid and Far Western Development Regions) in a short period of time. The total assignment is divided into two group. Training should be organized in assigned places as shown in the following table.

The SA should submit one technical proposal but financial proposal has to be submitted for the all packages separately.

Accountant Training for Accountants of SO staff of Batch-V

Training Package	Training Group	SOs and District	Training Venue
1	1 st	as per attachment (annex-A)	Chitwan
	2 nd	as per attachment (annex-A)	Nepalgunj

There are 2 groups of training in this package and the participants in each group will be tentatively 35. Thus, the SAs are requested to prepare the financial proposal based on 35 participants.

6. Work Schedule

The tentative training schedule of the training assignments is as follows:

Package	Assignment	Date	Training Group
1	Accountant Training 1st Group	March 1, 2010	1st group
	Accountant Training 2nd Group	March 15, 2010	2nd group

7. Estimated number of trainers (persons) required for the assignment

The estimated number of persons (trainers) required to carry out one group of Accountant training are at least three including training coordinator with qualification and experience as shown below.

S. N.	Trainers	Number	Qualification and experience
1	Training Coordinator	1	At least Master degree in Management Specialization on Account and financial management with Relevant training, TOT and 5 yrs relevant experience.
2.	Trainer	2	At least Bachelor degree in Management Specialization on Account and financial management with Relevant training, TOT and 5 yrs relevant experience.

The overall responsibility of the training coordinator is to manage the training, reporting and coordinate with the Fund Board. But the training coordinator may also facilitate the relevant session in the training.

8 Reporting

The SA is responsible to submit a brief training report including but not limited to the following major area within two weeks after training completion:

- General background
- Adopted methodologies and processes
- Program proceedings including contents to the training
- List of the participants and trainers with attendance
- Participants knowledge test, ranking and recommendation on the basis of pre-test and post-test on each individual
- Program evaluation in terms of efficiency and effectiveness, Mid-evaluation and Final evaluation results done by participants on the following points:
 - Training modules
 - Training content and materials used
 - Training methodologies
 - Training facilitators
 - Training logistics: venue, food accommodation time
- Detailed lesson plan and schedules
- Major observations and recommendations
- Problems and possible solutions for further improvement in future training.

**Rural Water Supply Sanitation Fund Development Board
SO List of Development Phase, Batch-VIII**

	District	SNo	SO
1	Achham		
		1	ROSHAN
		2	WADS
Total :			
2	Arghakhanchi		
		1	REDA
Total :			
3	Baglung		
		1	BYC
Total :			
4	Baitadi		
		1	MPDS
		2	RDSCB
		3	SYCD
Total :			
5	Bara		
		1	JJYC
		2	NYSC
		3	RDC-Bara
		4	SSSC
Total :			
6	Bhojpur		
		1	RRN
Total :			
7	Chitawan		
		1	GYC
Total :			
8	Dadeldhunda		
		1	MPDS
		2	SOWECO
Total :			
9	Dailekh		
		1	RDSCD
Total :			
10	Dang		
		1	HWEPD
		2	PPSDC
Total :			

11	Darchula		
		1	SYCD
Total :			
12	Dhading		
		1	FFDD
		2	FFDD1
		3	SKSSL
Total :			
13	Dhankuta		
		1	PARDEP
Total :			
14	Dhanusha		
		1	DBP
		2	PRDAPS
		3	WDSC
Total :			
15	Dolpa		
		1	HCDA
Total :			
16	Doti		
		1	DIYALO
		2	SOWECO
Total :			
17	Gorkha		
		1	YSN
Total :			
18	Humla		
		1	HCDA
Total :			
19	Ilam		
		1	ICC
		2	NRCS-ILAM
		3	RUPEDEC
		4	SUNGAVA
Total :			
20	Jajarkot		
		1	RDSCD
Total :			
21	Jhapa		
		1	COSAN
		2	ENPHO
		3	RUPEDEC
Total :			

22	Jumla		
		1	RDGP
	Total :		
23	Kailali		
		1	WEDCS
	Total :		
24	Kalikot		
		1	HURENDEC
	Total :		
25	Kanchanpur		
		1	NEWS
	Total :		
26	Kapilbastu		
		1	KSSC
		2	RISE
	Total :		
27	Kaski		
		1	NRCS-KAS
	Total :		
28	Kavrepalanchowk		
		1	FOWEP1
		2	PPUK
		3	SJAYC
	Total :		
29	Lamjung		
		1	NRCS-KAS
	Total :		
30	Mahottari		
		1	RYC
		2	WDSC
	Total :		
31	Makawanpur		
		1	GYC
		2	SOLVE
	Total :		
32	Morang		
		1	ENPHO
		2	ICC
	Total :		
33	Mugu		
		1	HCSG
	Total :		
34	Myagdi		

		1	BYC
	Total :		
35	Nawalparasi		
		1	RISE
		2	SCAD
	Total :		
36	Nuwakot		
		1	FFDD
		2	TYC
	Total :		
37	Okhaldhunga		
		1	FOWEP
	Total :		
38	Palpa		
		1	REDA
		2	SCAD
		3	SRDCN
	Total :		
39	Panchthar		
		1	NRCS-PANCH
		2	SUNGAVA
	Total :		
40	Parsa		
		1	AYCM
		2	NRCS-PARSA
	Total :		
41	Ramechhap		
		1	PPUK
		2	TSS
	Total :		
42	Rasuwa		
		1	TYC
	Total :		
43	Rautahat		
		1	FFDN
		2	STEN
	Total :		
44	Rolpa		
		1	PPSDC
		2	RSN
	Total :		
45	Rukum		
		1	IDS-Nepal

		2	RSN
	Total :		
46	Rupandehi		
		1	IRDC
	Total :		
47	Salyan		
		1	HWEPC
	Total :		
48	Sankhuwasabha		
		1	RRN
	Total :		
49	Saptari		
		1	KMSC
		2	LOMOCODEC
		3	NSSC
		4	VCDC
	Total :		
50	Sarlahee		
		1	SSYS
	Total :		
51	Sindhuli		
		1	SIDC
		2	SJAYC
		3	VWCC
	Total :		
52	Siraha		
		1	JWAS
		2	SBYCB
		3	VCDC
	Total :		
53	Sunsari		
		1	COSAN
		2	NSSC
	Total :		
54	Surkhet		
		1	WAR
	Total :		
55	Syangja		
		1	SRDCN
	Total :		
56	Tanahu		
		1	RADP
		2	TSC

Total :		
57	Taplejung	
		1 NRCS-PANCH
Total :		
58	Tehrathum	
		1 PARDEP
Total :		
59	Udayapur	
		1 BWSN
		2 JWAS
		3 SBYCB
		4 SWG
Total :		

DISTRICT=59

SO=60

Rural Water Supply and Sanitation Fund Development Board

SO Accountant Training on Financial Management

Session Plan of Accountant Training

Day 1				
Time	Session Title	Objectives	Methods and materials	Out come
8.45-9.00	Registration	Registration of the participants and hand over the stationary.		
9.00-9.30	Opening of the program Introduction Welcome to the participation and welcome remarks.	to clarify the propose of training and welcome to the participants.	Speech delivery to clarify the propose of training 1. Program Co-ordinator 2. RWSSFDB Staff	
9.30-10.00	Introduction of the participants	To introduced each other	Indoor or out door exercise	
10.00-10.15	Pre - Test	To Know that how far the participants are familiar with FB accounting and general accounting.		
10.15-10.30	Tea - Break			
10.30-11.00	Expectation collection of the participants Objectives, Process and outputs	To know the participants expectation on the training and clarify the training objectives and process	Participants will be asked to write their expectation from the training and briefing objectives, process and output of the training.	
11.00-11.45	Introduction of the RWSSFDB Objectives, organization structure, and working procedure.	Participants will familiar with objectives, organization structure and working procedure of the RWSSFDB.	Short lecture, Brochure and news paper of RWSSFDB Overhead projector	Make familiar with RWSSFDB
11.45-12.30	Role and responsibility of Accountant	Participants will be clear on their role and responsibility on RWSSFDB scheme.	Handouts, Overhead projector.	Participants will familiar with their role and responsibility on RWSSFBD scheme and able to perform it.
12.30-1.30	Lunch Break			
1.30-5.30	Basic accounting system, concept and process	will be familiar for maintaining accounting books and records in transparence and consistent manner.	Lecture followed by question and answer Handouts.	Clearly understand on basic concept of account.
Day 2				
9.00-12.30	Receipt and Payment books /	To maintain receipt and payment books	Group exercise, handouts	Able to handle receipt and

	Cash books	and record properly.	Overhead projector Lecture	payment books, as well as cash book.
12.30 - 1.30	Lunch			
1.30-2.30	Income and expenditure account	To differentiate receipt with income and payment with expenditure	Group discussion, Exercise, Handouts and short lecture	Differentiate and maintain income and expenditure account.
2.30-4.30	Exercise on receipt and payment and income and expenditure account	To make more familiar in receipt and payment and income and expenditure	Exercise in formats Flip chart, Group discussion	
4.30-5.30	Inventory accounting	To maintain proper store accounting and control system	Group discussion, Exercise, Handouts and short lecture	Clear concept of store accounting system.
Day 3				
9.00-12.30	Financial statement and reporting	To draw trail balance and prepare financial statement	Exercise on formats, Group discussion, Handouts and short lecture	Able to prepare financial statement.
12.30-1.30	Lunch			
1.30-5.30	Exercise on Financial statement and reporting	To illustrate financial statement and reporting	Exercise on formats, Group discussion, Handouts, and short lecture with solution	Able to prepare financial statement in reporting firm.
Day 4				
9.00-11.00	Operation of bank account and reconciliation	To operate Bank accounts and prepare reconciliation statement.	Group discussion, Exercise, Handouts and short lecture	Easily operate bank account and able to prepare bank reconciliation.
11.00-12.30	Internal / external Audit and Income tax	To familiar with the internal and external audit and income tax and perform audit function	Handouts and short lecture	By the end of the class participants will able to audit SO account and WUC account and clear concept of government income tax system.
12.30-1.30	Lunch			
1.30-5.30	Objectives/Scope of treasure training	Familiar with the objectives/Scope of the WUC Treasure training	Group discussion handouts Short lecture	find out the need identification of Treasurer training
Day 5				
9.00-11.00	Problems and constrains of WUC treasurers	Training needs identification. Prepare job description of WUC treasure	Group discussion handouts Short lecture	find out the need identification of WUCs Treasurer training
11.00-12.30	Course Design and session plan preparation of WUC treasurer training	To select course topics and prepare lesson plan for the training	Group discussion Flip Chart, Short Lecture	Able to prepare WUC Treasurer curriculum.
12.30-1.30	Lunch			

1.30-2.30	Training Methodology for WUC treasurer Training	To choose the appropriate methods and tools in designing course and session plan.	Handouts lecture followed question and answer.	Able to prepare methodology, process, training materials for WUCs treasurer training.
2.30-3.30	Exercise on treasurer training	To prepare final session plan of the WUC treasurer training	Group discussion, question followed by the answer	
12.-1.00	Lunch			
3.30.-4.30	Presentation of the final session plan of the WUC treasurer training	All participants will be clearer by the presentation.	Role play Handouts Question and answer	Make final on WUCs treasurer session plan.
4.30-5.00	Post training test			
5.00-5.30	Certificate Distribution and Closing of the training.			

Section 6. Standard Forms of Contract
CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS
LUMP SUM PAYMENTS

THIS CONTRACT ("Contract") is entered into this, by and between Rural Water Supply and Sanitation Fund Development Board ("the Client") having its principal place of business at, Kathmandu and ("the Consultant") having its principal office located at

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services", which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel", to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations".

2. Term

The Consultant shall perform the Services during the period commencing

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed Rs. (in words Rupees only) (Inclusive of VAT and Contingency). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

(i) Payments shall be made according to the following schedule:

- Payment -1: Fifty percent (50%) of the fee for the services (inclusive of VAT and TAX) upon satisfactory submission of the inception/planning report i.e. **Rs (in words Rupees only).**
- Payment -2: Next twenty percent (20%) of the fee for the services (inclusive of VAT and TAX) at rate Rs. upon satisfactory submission at least 70% of Reports i.e. **Rs (in words Rupees only).**
- Payment -3: Remaining thirty percent (30%) of the fee for the services (inclusive of VAT and TAX) at rate Rs. upon satisfactory submission of remaining Reports i.e. **Rs (in words Rupees only).**

- (ii) From each of the above payments necessary tax deduction shall be made as per prevailing government rules and the deducted amount shall be forwarded to the Tax Authorities; and
- (iii) For every payment, the consultant is required to furnish to the client documents evidencing deposit of VAT to the concerned tax office.

C. Payment Conditions

Payment shall be made in Nepalese Rupee, no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

- A. Coordinator and Supervisor: The Client designates **Deputy Executive Director** as Client's Coordinator and Chief of Administration Division as Client's Supervisor.

The Coordinator will be responsible for the coordination of activities under this Contract.

The Supervisor will be responsible for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

- B. Reports. The reports listed in Annex C, "Consultant's Reporting Obligations", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

Except as the client may otherwise agree, no changes shall be made in the Key Personnel. If, for delay in contract or physical disabilities or reasons beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant not to be engaged in certain activities

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

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Government of Nepal, and the language of the Contract shall be English.

12. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Government of Nepal.

13. Modifications

Modifications to the terms and conditions of this Contract, including any modifications of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

14. Payment for Modifications

For the purpose of determining the remuneration due to modification to the contract, the breakdown of price per activity is provided in Section 4 FIN-3.

15. Termination

15.1 By the Client:

The Client may terminate this contract in case of the occurrence of any of the event specified in paragraph (a) through (f) of this Clause 15.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant.

- (a.) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further periods the Client may have subsequently approved in writing.
- (b.) If the Consultant becomes insolvent or bankrupt.
- (c.) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d.) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e.) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f.) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12 hereof.

15.2 By the Consultant:

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the event specified in paragraphs (a) through (c) of this Clause 15.2

- (a.) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to the Contract hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b.) If as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than Sixty (60) days
- (c.) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 12 hereof.

16. Payment upon Termination

Upon termination of the Contract pursuant to Clause 15, the Client shall make the payment for remuneration for work carried out prior to the effective date of termination in accordance with the breakdown of price per activity provided in Section 4FIN-3.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by: Arjun N Rayamajhi
Title: Executive Director

Signed by:
Title: