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# NOTICE OF REQUEST FOR PROPOSAL (RFP)

# (First published on 19th January 2021)

**FOR IMPLEMENTION OF 390HOURS TRAINING PROGRAM**

**Muslim Commission Nepal (MCN) as been provisioned with the duties to ensure the protection and probation of muslim communities economic and social rights and their effective implementation as per the Article 264 of the constitution of Nepal, 2015. As a constitutional body, therefor, the commission has been accomplishing its constitutional responsibilities through monitoring the government policies and program been implemented for the Muslim communities. As well conducting awareness raising and economic empowerment program in the targeted group.**

In this connection, Muslim Commission is going to implement 390 hrs. vocational training program for Muslim youths in Tailoring.

* Now, MCN invites proposals from selected Training Institutes having training facilities with adequate physical infrastructures and Human resources, to implement the training Program on the above-mentioned occupation/s as per the CTEVT’s curricula*.*
* This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

1. Kantipur Bahu Prabidhik Shikshalaya, Bharatpur, Chitwan
2. Nepal Chautari Technical Institute Pvt. Ltd, Thapa Chowk-9, Janakpurdham.
3. Nepal Institute of Technical and Vocational Training Pvt. Ltd, Koteshwor, Kathmandu, Nepal.
4. Tianu Bahu Prabhidhik Sikshyalay Pvt. Ltd, Butwal, Rupandehi, Nepal.

* The selected bidders can download bid documents from <https://www.muslimcommission.gov.np> or can collect from the following address during 10:00am- 4:00pm, Sunday to Thursday and 10.00 am to 3.00pm on Friday.

**Muslim Commission Nepal, Jawalakhel, Lalitpur**

* The bid documents must be submitted in one sealed envelope containing 2 separate envelops of the following documents.

1. Technical Proposal and
2. Financial Proposal,

* The consultants will be selected following the **Quality and Cost based Selection (QCBS) method**. The minimum score to pass the technical proposal is **60 percent**.
* Any inquiries other than necessary clarifications on Request for Proposal (RfP) will not be entertained and any types of solicitation will automatically disqualify the bidder from the selection process.
* MCN reserves the right to accept or reject any or all proposals without stating any cause.
* **The deadline for the submission of proposal is before 12:00 PM, Feb, 18, 2021.** In case of the last day of submission falls on public holiday, then the next working day and same time shall be considered as the last date. The technical Proposal will be opened at the presences of consultant's representatives who choose to attend at **2:00 PM, Feb, 18, 2021.**

ELIGIBILITY DOCUMENTS

* Selected Training Institutes are requested to submit their RFP along with the required information and supporting documents listed below. The applications should also include authorized signatures and office seals assuring the authenticity and correctness of information provided. Please refer the Terms of Reference (TOR) issued by the MCN.
* To be eligible in the selection process, the Training Institutes must submit of following documents of eligibility and submit a printed copy duly stamped, signed and sealed.

1. *Notarized copy of firm’s renewal, organization or company registration certificate indicating at least Seven years standing of the firm/s;*
2. *Notarized copy of VAT registration certificate;*
3. *Notarized copy of tax clearance and audit report for the last three fiscal years;*
4. *Notarized copy of valid CTEVT affiliation certificate along with renewable to conduct training in related occupation/sector.*
5. *Self-Declaration made in writing by the* Training Institutes *that it is not disqualified for taking part in the procurement proceedings, that it has no conflict of interest in the proposed procurement proceeding and that it has not been punished for an offence relating to the concerned profession or business;*
6. ***Failing to submit any of the above document/s with necessary authentication will result in automatic disqualification for further evaluation process.***

# Technical Proposal - Standard Forms

**3A. TECHNICAL PROPOSAL SUBMISSION LETTER.**

**3B. CONSULTANT’S REFERENCES. (Not Mandatory)**

**3C. SPECIFIC EXPERIENCE OF THE CONSULTANTS RELATED TO THE ASSIGNMENT**

**3D. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES EXPECTED FROM THE CLIENT.**

**3E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN TO PERFORM THE ASSIGNMENT.**

**3F. TEAM COMPOSITION AND TASK ASSIGNMENTS.**

**3G. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.**

**3H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL.**

**3I. ACTIVITY (WORK) SCHEDULE.**

## 3A. TECHNICAL PROPOSAL SUBMISSION LETTER

Date: ....................................

Secretary,

Muslim Commission

Jawalakhel, Lalitpur

**Subject: Submission of the Technical Proposal**

Dear Sir/madam:

We, the undersigned, offer our services to implement 390 hours Training program on Tailoring in accordance with your Request for Proposal dated 19 January 2021 and our Proposal. We are hereby submitting our technical proposal sealed under a separate envelope to serve ……………. trainees.

If negotiations are held during the period of validity of the proposal, i.e., before ------/------/2021 we undertake to negotiate based on the proposal. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We hereby confirm that our proposal is in accordance with the Standard Formats provided in the Request for Proposal (RFP).

We hereby declare that:

1. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/ or may be blacklisted by the PPMO.
2. We have not been punished for an offense relating to the concerned profession or business.
3. Neither we or any of the proposed experts prepared the TOR for this consulting assignment.
4. Our Proposal is binding upon us and subject to any modifications resulting from the Contact negotiations.
5. In competing for (and, if the award is made to us, execution) the Contract, we undertake to observe the law against fraud and corruption, including bribery, in force in the country of the Client.

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant :

Address:

Contact information (Phone and email)

Stamp of the Bidder:



**REQUEST FOR PROPOSAL (RfP) DOCUMENT**

**FOR**

**IMPLEMENTION OF 390 HOURS (PER DAY 6 HOURS) TRAINING PROGRAM**

**ON**

**Tailoring**

**Contract No:** MCN/RFP/03/2077/78

**Issued by**

**Muslim Commission Nepal**

**Jawalakhel, Lalitpur**

**January 2021**

|  |  |
| --- | --- |
|  |  |

## 3B. CONSULTANT’S REFERENCES

### 3B1. Background information (Maximum 500 words)

**A. General Information of Training Provider (TP)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.N.** | **Description** |  | | **Remark** |
| 1 | Name of the TP/Institute |  | | |
| 2 | Address | District |  |  |
| Municipality/RM |  |  |
| Ward No. |  |  |
| 3 | Contact Detail | Office Phone No. |  |  |
| Email Address |  |  |
| 4 | Contact Person | Name |  |  |
| Designation |  |  |
| Mobile No. |  |  |
| Email address |  |  |

**B. Legal Information**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1 | Main Shareholders and Their Holding | Name | | Shared Percentage | Remark |
|  | |  |  |
|  | |  |  |
| 2 | **Head of Organization** |  | | | |
| Name |  | | | |
| Home Address |  | | | |
| Mobile |  | | | |
| Email Address |  | | | |
| 3 | Company Registration Status | Registration Number |  | |  |
| Registered Date |  | |  |
| 4 | CTEVT Affiliation | Affiliation No. |  | |  |
| Date of Affiliation |  | |  |
| Affiliated level and occupation/s |  | |  |
| Validity Date |  | |  |
| 5 | VAT/PAN Registration | Registration No. |  | |  |
| VAT No. |  | |  |

**C. Brief Information of the Organization**(Please provide brief information of the organization including, vision, mission, goal, areas of expertise, geographical experiences and Organizational Charts (Maximum 2 pages).

|  |  |  |
| --- | --- | --- |
| **Introduction** |  | |
| **Vision** |  | |
| **Mission** |  | |
|  |  | |
| **Goal** |  | |
| **Areas of Expertise** | **Trade** | **Occupation** |
|  |  |
| **Main Geographical Regions of Experience** |  | |
| **Organizational Chart including the full name of Board of Directors** |  | |

**C.1 Please provide information of the established branch offices, if applicable.**

|  |  |  |
| --- | --- | --- |
| **Information** | **Branch 1** | **Branch 2** |
| District |  |  |
| Municipality/RM |  |  |
| Ward Number |  |  |
| Office Telephone No. |  |  |
| Contact Person's Name |  |  |
| Contact Person's Designation |  |  |
| Contact Person's Mobile Number |  |  |
| Email |  |  |

***(Please add more in this table if you have more than 2 branches in operations.)***

**D. Financial Information of Training Provider** (Please submit the notarized copy of financial documents in ANNEX)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **FY 2074/075** | **FY 2075/076** | **FY 2076/077** | **Total** | **Remark** |
| Annual turnover (Rs.)  *(According to audit report)* |  |  |  |  |  |
| Net profit (Rs.) *(According to audit report)* |  |  |  |  |  |

### 3B2. Understanding the objective of the assignment

### 3B3. Training programs you intend to deliver under this RfP

[Please be realistic while purposing the number of trainees and occupations.]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Proposed Package number | **Name of the Occupation** | | **Proposed Number of trainees** | **Training Venue Location** |
| MCN/RFP/03/2077/78 | 1 |  |  | **Will be notify by MCN** |

### 3B4. Expected output/outcome of the assignment

## 3C: SPECIFIC EXPERIENCES RELATED TO THE ASSIGNMENT

### 3C1. Training experience in related occupation (at least 390 hours) imparted in last five fiscal years (2015/016 to 2019/020)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| S.N. | Occupations | Geographical Coverage | | Number of Trainees Trained | Number of Trainees Passed Skill test | Employment rate (%) | Funding Organization/client (write full name and address) | In which Fiscal Year training was conducted? |
|  |  | Province | District |  |  |  |  |  |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |

(Please attach notarized copies of experiences)

## 3D. AVAILABLE INFRASTRUCTURE AND EQUIPMENT (SUBJECT TO FIELD VERIFICATION)

Availability of Infrastructure: Office Building, Classrooms, Practical Workshop/labs***,*** Library, Hostels for male and female, Toilets for male and female, furniture’s, Safety Equipment/Provisions etc.

### 3D1. Office space and training facilities

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

### 3D2. Safety Equipment

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

### 3D3. List of tools, equipment and training materials available

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

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

## 3E. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES EXPECTED FROM THE CLIENT

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

## 3F. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERMORMING THE ASSIGNMENT

### 3F1. Preparation methodology

### 3F2. Implementation methodology

* *Training implementation*
* *Work plan and personnel schedule*
* *Monitoring and performance evaluation methodology*

### 3F3. Post Implementation methodology

* *Communication and reporting mechanism*

### 3F4. Other innovative ideas related to the assignment

3F5. **Write a brief description that you are planning for sustainable employment of your graduates (Maximum one page in to the points).**

## 3G. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 3G1. Provide information on staff proposed for the program under this assignment.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S. N. | Proposed Position | Name | Qualification | ToT /instructional skills | Years of Experience |
| 1 | Training Coordinator |  |  |  |  |
| 2 | Instructor 1 |  |  |  |  |
| 3 | Instructor 2 |  |  |  |  |
| 4 | Instructor 3 |  |  |  |  |
| 5 | Instructor 4 |  |  |  |  |
| 6 |  |  |  |  |  |
| 7 |  |  |  |  |  |

***Note:***

*CVs of the proposed staff.*

*Please submit the notarized copies of following certificates.*

*1. Highest qualification certificate.*

*2. TOT/ instructional skills/managerial skills certificates and*

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

## 3 H. FORMATS OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Training Institute/Technical School:

Name of Staff:

Phone /Mobile No. of Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth:

Membership in Professional Societies:

**Education:**

[*Summarize the degrees obtained, college and university and year of education completion of a staff member.*]

|  |  |  |
| --- | --- | --- |
| **Qualification** | **Institute/School/College** | **Year of Completion** |
|  |  |  |

**Employment Record:**

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

|  |  |  |
| --- | --- | --- |
| **Position and Duration** | **Employer** | **Major tasks performed** |
| **Example (Instructor from 2015 to till date)** | **XYZ** | **……….**  **……………….** |
|  |  |  |
|  |  |  |

**Training:**

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

|  |  |  |
| --- | --- | --- |
| **Training** | **Institute** | **Duration and Date** |
|  |  |  |
|  |  |  |

**Certification:**

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

Date:

*[Signature of staff member and authorized representative of the consultant]* *Day/Month/Year]*

Full name of staff member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp of the bidder provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Financial Proposal - Standard Forms

**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

**4B. SUMMARY OF COSTS**

**4C. DETAILED BREAKDOWN OF COST**

**4D. INSTRUCTIONS FOR COST CALCULATIONS**

## 4A. FINANCIAL PROPOSAL SUBMISSION LETTER

Date: ....................................

Secretary,

Muslim Commission Nepal,

Jawalakhel, Lalitpur

**Subject: Submission of the Financial Proposal**

Dear Sir/Madam;

We, the undersigned, offer our services to implement 390 hours Training program on Tailoring in accordance with your Request for Proposal dated 19th January 2021 and our Proposal. Our attached Financial Proposal is for the sum of NRs..------------------------(Amount in words-----------------------------------------------------------------------------------------------). to serve ……….(insert number of trainees) trainees.

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., -----/-----/ 2021

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of the Bidder:

Address:

Stamp of the bidder:

## 4B. SUMMARY OF COSTS

|  |  |  |
| --- | --- | --- |
| Costs | Amount(s) | Amount in Figure |
| Subtotal |  |  |
| Total Cost without VAT |  |  |
| Value Added Tax (VAT) |  |  |
| Total Amount of Financial Proposal |  |  |

## 4C. DETAILED BREAKDOWN OF COST

**Financial Proposal for Training Courses**

Name of Service Provider: Address:

Occupation: Training Duration: 390 hrs months)

***Important Note***:

* Proposed number of participants =
* Ceiling (Upper limit) of direct cost for training per participants (Including VAT):
* 25,238.00 Per participants
* Trainees Transportation cost is also included in above mentioned cost.

|  |  |  |  |
| --- | --- | --- | --- |
| **SN** | **Cost Items** | **Cost (Rs)** | **In Words** |
| **A** | **Cost** |  |  |
| **A.1** | **Direct cost for training** |  |  |
| A.1 | Announcement and participant selection (1 Time) |  |  |
| A.2 | Training Coordinator’s Remuneration (1 person) |  |  |
| A.3 | Instructors’ Remuneration (At least 2 persons in one group) |  |  |
| A.4 | Tools and equipment cost (Non-consumable) |  |  |
| A.5 | Consumable training materials cost (including apron, helmets and other PPE as per requirement) |  |  |
| A.6 | Office Management (Internal monitoring/Review meetings, Logistic and Administrative) cost |  |  |
| **A.7** | **Refreshment cost as per each participant per day Rs. 40** |  |  |
| **A.8** | **Sub Total of direct cost for training (A.1 to A.7)** |  |  |
| **A.9** | **VAT @13% of A.8** |  |  |
|  | **Grand Total** |  |  |

Authorized Signature

Date:

Office Stamp

## 4D. INSTRUCTIONS FOR COST CALCULATIONS

**A. Cost**

**A.1. Announcement and participant’s selection:** This include cost of outreach and social marketing activities to be conducted by the training institute/technical school utilizing print, electronic and other medias in the proposed locations to select the target participants. This also includes the cost incurred during the participants’ pre-selection orientation and selection process.

**A.2. Training Coordinator’s Remuneration:** The Program Coordinator will be a full-time employee of the training institute. The salary and other benefits should be calculated into months as per the work plan and personnel schedule.

**A.3. Instructors’ Remuneration:** The Instructor will be full time employees of the training institute. The salary and other benefits should be calculated into months as per the work plan and personnel schedule.

**A.4. Tools and equipment cost:** This cost includes the rental and depreciation of the tools and equipment used during the institute-based training program.

**A.5. Training materials cost:** This includes the cost of daily consumable materials to be used for the practical as well as theory classes throughout the institution-based training.

**A.6. Internal monitoring, review meetings, logistic and administrative cost:** This includes monitoring cost. Review meetings at the end of each semester, and may include all rent and utilities cost such as water, electricity, and communication etc. related to the training management.

**A.**7. Refreshment cost as per participant per day is Rs. 40 must be included.

**Terms of Reference (TOR)**

**for**

**Conducting 390 hrs. Training Program**

1. **Objectives of the Assignment**

The main objective of the assignment is to deliver quality skill training for the targeted beneficiaries following the CTEVT curricula; Ensure that the targeted beneficiaries have participated in training

* Ensure the quality of training as per the developed quality indicators/criteria this includes quality delivery by the instructors, coaching by the supervisors/mentors in the industries
* Confirm that trainees receive adequate practical experiences as per the curricula and agreed criteria.
* Confirm that theory and practical sessions are well balanced during the classroom-based instruction following the defined criteria by CTEVT (20% theory and 80% practical)
* Ensure that graduates are facilitated to be employed in the competitive job market

***2. Selection of participants:*** Consultant Agency will select the trainees consulting and coordinating with concern Municipalities.

***3. Duration of the assignment:*** Duration of this assignment will be of 4months after signing the contract. The training institute/technical school will submit detailed work plan along with human resource in RfP.

***4. Quality of instructions:*** The training institute/technical schools are required to manage well-qualified and highly experienced instructor/s. They also required managing modern training facilities as envisioned by the curricula as far as practicable.

***5. Entrepreneurship Development:*** The training institute/technical school will be responsible to facilitate the training sessions on entrepreneurship development and career guidance based on the curriculum and teaching/learning materials. To conduct such training sessions at appropriate time during the training period.

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

**7. Required competency of the training institute/technical schools**

The training institute/technical schools are required to have the following minimum physical facilities and human resources to carry out the services.

***8. Title/number: Training* coordinator**

**Qualifications and Experiences:** Minimum +2 Pass with minimum 2 years of work experience on coordinating and implementing various Training courses.

**Total time input:** Part time

**Responsibilities:**

* Overall management of the training program/s and training team, coordination with MCN;
* prepare training implementation plan and make sure the effective implementation
* Conduct regular visit to training sites during the training period;
* Submit training reports and other documents as per agreement;
* Develop strategy, approach and methodology ensure effective monitoring of the training program
* Supervise, monitoring and evaluating the training program
* Ensure the quality of the training.

***4.2.2. Title/number:* Instructor/s**

**Qualifications and experiences:** Minimum T.S.L C. or Skill Test Level-2 passed or equivalent in related occupation or as per curriculum. Minimum 3 years of work experience in conduction of training in related occupation with TOT or instructional skills training from the recognised institute.

**Total time input:** 3months – Full Time (2 persons per 15 trainees)

**Responsibilities:**

* Develop daily lesson plan, deliver training sessions according to the set guidelines and criteria:
* Conduct theory and practical classes according to the curricula.
* Use learner cantered teaching methodologies for effective training delivery
* Assess continuously the performance of the trainees' and maintain the records;
* Assist training coordinator in Planning and managing training program
* Supervise trainees' performance and provide necessary feedback for their improvement
* Manage/Maintain, trainers’ log book, trainees' attendance, and other training related documents
* Arrange/manage extra coaching for weak trainees (if necessary);

1. **Eligibility Criteria for Consultant**

To be eligible for further evaluation process of Request of Proposal, the training institute/technical schools must meet the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **S. N.** | **Eligibility Criteria** | **Compliance** | **Remark** |
| 1 | Notarized copy of firm’s renewal, organization or company registration certificate indicating at least three years standing of the firm/s; | Yes/ No |  |
| 2 | Notarized copy of VAT registration certificate. | Yes/ No |  |
| 3 | Notarized copy of tax clearance and audit report for the last Three fiscal years. | Yes/ No |  |
| 4 | Notarized copy of valid CTEVT affiliation certificate along with renewal to conduct training in related occupation/sector. | Yes/ No |  |
| 5 | Self-Declaration made in writing by the Training Institutes/Technical Schools that it is not disqualified for taking part in the procurement proceedings, that it has no conflict of interest in the proposed procurement proceeding and that it has not been punished for an offence relating to the concerned profession or business | Yes/ No |  |

***NOTE:*** *Failing to submit any of the above document/s with necessary authentication will result in automatic disqualification for further evaluation process.*

1. **Criteria for Technical Proposal Assessment**

Evaluation of technical proposal shall be done under five categories with scores as shown in the table below making a total score of 100 points. The minimum score for proposal/s to be accepted is 60. The weightage of the technical proposal score will be 80% and that of financial will be 20%. The proposal/s will be ranked based on aggregated (score of technical and financial proposal) scores obtained. Then contract negotiation will be started with the top ranked bidder. If negotiation is failed, then second ranked service providers will be called for negotiation and so on.

|  |  |  |
| --- | --- | --- |
| S.N. | Evaluation Criteria | Max. point Allocated |
| 1 | Specific experience of the consultants related to the assignment. | 10 |
| 2 | Training facilities available | 15 |
| 3 | Program implementation methodology | 20 |
| 4 | Quality of proposed key staff | 50 |
| 5 | Technical Transfer and Training | 5 |
|  | Total | 100 |

# STANDARD FORM OF CONTRACT

**Consultant’s Services**

Time-Based Form of Contract

**Contract for Consultant’s Services**

**Time-Based**

Title of Consulting Services: ***Implementation of training courses***

***Contract No: MCN/RFP/03/2077/78***

**between**

**Muslim Commission Nepal,**

**Jawalakhel, Lalitpur**

**and**

[**Name of the Consultant**]

**Dated:**

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[I. Form of Contract](#_Toc210031505)

[II. General Conditions of Contract](#_Toc210031506)

[III. Special Conditions of Contract](#_Toc210031507)

[IV. Appendices](#_Toc210031508)

# Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[Muslim Commission Nepal (MCN)/* (hereinafter called the “Client”) and, on the other hand, *[name of consultants]* (hereinafter called the “Consultants”).

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) Appendices: : [***Note****: If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

Appendix A: Terms of Reference

Appendix B: Technical Proposal

Appendix C: Negotiated Financial Proposal

Appendix D: Reporting Requirements and Deliverables

Appendix E: Minutes of Negotiations Meetings

Appendix F: Form of Guarantee for Advance Payments

Appendix G: Code of Conduct

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

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of Secretary, Muslim Commission, Nepal, Jawalakhel, Lalitpur

............................. .....................

Team Leader (Authorized Representative) (Witness)

For and on behalf of Consultant (Service Provider) .

.................................... ...................................

Chairperson/*Authorized Representative (Witness)*

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| Definitions | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:  1. *“*Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. 2. “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time. 3. “Client” means *[procuring entity/the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant. 4. “Consultant” means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. 5. “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). 6. “Day” means a working day unless indicated otherwise. 7. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. 8. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.. 9. “GCC” means these General Conditions of Contract. 10. “Government” means the government of Nepal (GoN). 11. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. 12. “Local Currency” means the currency of Nepal (NPR). 13. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. 14. “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. 15. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. 16. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. |
| Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal. |
| Language | * 1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract. |
| Communications | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.   2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve. |
| Authority of Member in Charge | * 1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.** |
| Corrupt and Fraudulent Practices | 10.1 The GoN/DP require compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC. |
| * 1. Commissions and Fees | 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract and/or sanctions by the PPMO. |

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# B. Commencement, Completion, Modification and Termination of Contract

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| Effectiveness of Contract | 11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| Termination of Contract for Failure to Become Effective | * 1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| Commencement of Services | * 1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC** |
| Expiration of Contract | * 1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC or such other time period as the Parties may agree in writing**. |
| Entire Agreement | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| Modifications or Variations | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| Force Majeure |  |
| a. Définition | * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.   2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.   3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | * 1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| c. Measures to be Taken | * 1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.   2. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.   3. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. |
| d Extension of Time (EoT) | * 1. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.   2. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:   (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. |
|  | * 1. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within seven (7) calendar days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:  1. the consultant had made the best possible efforts to complete the work in due time, 2. the facilities to be provided by the Client as per the contract to the Consultant was made in time or not, 3. the delay was as a result of Force Majeure or not. |
| Suspension | * 1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| Termination | 19. 1 This Contract may be terminated by either Party as per provisions set up below: |
| a. By the Client | 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days’ written notice in case of the event referred to in (e):  (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;  (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;  (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 52.1;  (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;  (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.  19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| b. By the Consultant | 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 52.1 within forty-five (45) calendar 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) calendar days.  (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 52.1.  (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| c. Cessation of Rights and Obligations | 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29. |
| e. Payment upon Termination | 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses and provisional sums for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

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# C. Obligations of the Consultant

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| General |  |
| a. Standard of Performance | 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.  20.2 The Consultant shall employ and provide such qualified and experienced. |
| b. Law Applicable to Services | 20.3 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.  20.4 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when  (a) as a matter of law or official regulations, Client’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  20.5 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| Conflict of Interests | 21.1 The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.  21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:   1. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and 2. after the termination of this Contract, such other activities as may be specified in the SCC |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract. |
| Conduct of Consultants | 22.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN’s Procurement Act and Regulations.  22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :   1. give or propose improper inducement directly or indirectly, 2. distortion or misrepresentation of facts 3. engaging or being involved in corrupt or fraudulent practice 4. interference in participation of other prospective consultants. 5. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, 6. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. 7. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract |
| Confidentiality | 23.1 The Consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary of confidential information relating to the Project, the Services, this Contract, or the Client’s business or operations without the prior written consent of the Client. |
| Liability of the Consultant | 24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be as determined under the Applicable Law. |
| Insurance to be Taken out by the Consultant | 25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.  25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement. |
| Accounting, Inspection and Auditing | 26.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.  26.2. The Consultant shall permit and shall cause to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP’s inspection and audit rights provided for under this Clause GCC 26.2 constitute a prohibited practice subject to contract termination. |
| Reporting Obligations | 27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A,** in the form, in the numbers and within the time periods set forth in the said Appendix. |
| Proprietary Rights of the Client in Reports and Records | 28.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. |
| Equipment, Vehicles and Materials | 29.1 Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.  29.2 Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |

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# D. Consultant’s Experts

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| Description of Key Experts | 30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.**  30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.  30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.1, the Parties shall sign a Contract amendment. |
| Replacement of Key Experts | 31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.  31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| Approval of Additional Key Experts | 32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within thirty (30) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client. |
| Removal of Experts | 33.1 If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant’s Expert have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.  33.2 In the event that any of Key is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.  33.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client. |
| Replacement/ Removal of Experts – Impact on Payments | 34.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. |
| Working Hours, Overtime, Leave, etc. | 35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client’s country, experts carrying out Services inside the Client’s country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client’s country as is specified in **Appendix B**.  35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant’s remuneration shall be deemed to cover these items.  35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services. |

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# E. Obligations of the Client

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| Assistance and Exemptions | 36.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:  (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.  (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.  (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.  (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.  (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country.  (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.  (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**. | |
| Access to Project Site | 37.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | |
| Change in the Applicable Law Related to Taxes and Duties | 38.1 If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.1 | |
| Services, Facilities and Property of the Client | 39.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**  39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3. | |
| Counterpart Personnel | 40.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.  40.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3. |
| Payment Obligation | 41.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below. | |

# F. Payments to the Consultant

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| Ceiling Amount | 42.1 Payments under this Contract shall not exceed the ceilings in local currency specified in the **SCC**. The Consultant shall notify the Client as soon as cumulative charges incurred for the Services have reached eighty (80) percent of either of these ceilings.  42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment. |
|  | 43.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums that are actually and reasonably incurred by the Consultant in the performance of the Services.  43.2 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.  43.3 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads. |
| Taxes and Duties | 44.1 The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**. |
| Mode of Billing and Payment | 45.1 Billings and payments in respect of the Services shall be made as follows:  (a) *Advance payment*. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective thirty (30) days after the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.  (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents.  (c) The Client shall pay the Consultant’s invoices less retention money within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.  (d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such forty-five (45) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.  (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder. |
| Retention | * 1. The Client shall retain from each payment due to the Consultant the proportion stated in the SCC until Completion of the whole of the Works.   2. One half the total amount retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 46.1 (d).and the remaining half shall be paid to the consultant within 15 days after submission of document |
| Interest on Delayed Payments | * 1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC. |
| Liquidated Damages | * 1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant’s liabilities. |

# G. Fairness and Good Faith

|  |  |
| --- | --- |
| Good Faith | 49.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

# H. Settlement of Disputes

|  |  |
| --- | --- |
| Amicable Settlement | 50.1 The Parties shall use their best efforts to settle seek to resolve any dispute amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.by mutual consultation. |
| Dispute Resolution | 51.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party’s request for such amicable settlement may be referred to by either Party to the arbitration in accordance with the provisions specified in the **SCC**. |

# I. Blacklisting

|  |  |
| --- | --- |
| Blacklisting | 52.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant.   1. if it is proved that the consultant committed acts pursuant to GCC 22.2, 2. if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause29.3, 3. if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract, 4. if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment. 5. if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant’s qualification information, 6. if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.   53.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Development Partner in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned Development Partner. |

# 

# Special Conditions of Contract

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **6.1 and 6.2** | **The addresses are:**  Client: Muslim Commission Nepal  Jawalakhel Lalitpur  Attention:  Tel.: 01-5542651  Fax:  E-mail: muslimcomission.nepal@gmail.com  Consultant :    Attention :  Facsimile :  E-mail (where permitted) : |
| **8.1** | *[****Note****: If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]*  **The Lead Member on behalf of the JV is** NA |
| **9.1** | **The Authorized Representatives are:**  **For the Client:**  **For the Consultant:** [name, title] |
| **12.1** | **Termination of Contract for Failure to Become Effective:**  The time period shall be One *Months (30 days) from the date of contract signed.* |
| **13.1** | **Commencement of Services:**  **The number of days shall be One month (30 *days)***.  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**  The time period shall be (*4 months) from the date of contract signed*. |
| **21 b.** | The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 |
| **21.1.4 (b)** | Additional Prohibition of Conflicting Activitiesif any *NA* |
| **24.1** | **No additional provisions.**  **“**Limitation of the Consultant’s Liability towards the Client:  (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher**;**  **(b) This limitation of liability shall not**  **(i)** affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;  (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country. |
| **28.1** | *[****Note****: If applicable, insert any exceptions to proprietary rights provision NA* |
| **28.2** | “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.” |
| **44.1** | i) The Consultant and the Experts are responsible for meeting any and all tax liabilities other than Value Added Tax (VAT) arising from the Contract. |
| **45.1** | The currency of payment shall be in Nepalese currency. |
| **46.1(a)** | The following provisions shall apply to the advance payment and the advance payment guarantee:   1. **Mobilization-30%:** After signing of contract and upon submission of appropriate **(Commercial)** bank guarantee. The bank guarantee shall be required for the mobilization or the advance payment. 2. **Final Payment:** The final payment will include total of retention amounts, after deduction from Mobilization. For final payment Training Completion report should submit. |
| **46.1(e)** | **The Consultant's accounts information:** |
| **48.1** | **The interest rate is**: NA |

# IV. Appendices

### Appendix A—Terms of Reference

### Appendix B—Technical Proposal

### Appendix C— Negotiated Financial proposal

### Appendix D: Reporting Requirements and Time Schedule for Deliverables

1. Training commencement Report: Within 15 days of training start (Event wise)
2. Progress Report 1: After Two month of the training start (Event wise).
3. Training Completion Report: within 10 days of the completion of the training (event wise)

### 

### Appendix F—Form of Bank Guarantee for Advance Payments

TO: *[Name and Address of Client]*

*[Name of Contract for Consultants’ Services]*

Dear Sir/Madam:

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

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

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

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

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

# APPENDIX G: Code of Conduct

**Code of Conduct**

This Code of Conduct guides the behaviour expected from the Training Providers, and Muslim Commission Nepal, hereafter, referred to as the Project, for effective working relation amongst themselves in order to attain the Project outputs and outcomes in the highest possible standard.

It is expected that by following this Code of Conduct, all parties (the training providers, their consortium industries and the project) are applying and communicating a coherent and a transparent set of values and rules of doing business aimed at ensuring efficiency and effectiveness of the development fund channeled through the Project, maintaining impartiality and transparency in service provisions and procurement, and enhancing their outreach for the maximum benefit of the disadvantaged youths.

All parties agree to follow this code of conduct. It does not reiterate norms and regulations already laid down by the Nepalese legislation.

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

**General values and rules of doing business**

The MCN and its partner Training Providers agree to:

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

**Specific Code of Conduct for MCNN**

MCNN will abide by the following in its collaboration with partner Training Providers:

* Assist to the Training in implementing quality training, share information consistently with all, and treat each equally and without bias.
* Consider the Training Provider’s performance, commitment and results during the procurement of services
* Build the capacity of the Training through training and individual coaching for efficient and result-oriented service delivery
* Communicate any changes in the policies for service procurement and ensure that they are implemented in timely and transparent manner
* Monitor the training providers in the field and as per the mandate and timely feedback as per appropriate for attainment of MCN outputs and outcomes
* Guarantee timely payment of claims in compliance with the contractual terms and conditions as agreed between the Training Provider and the MCN
* Maintain the confidentiality of the Training Providers competing in a RFP with due respect to their corporate rights

**Specific Code of Conduct for the Training Providers**

The Training Providers will abide by the following in its collaboration with the Project:

* Maintain the highest standards of service delivery at fair and competitive prices.
* Ensure a transparent and unbiased announcement and selection of trainees by applying the pre-defined selection criteria of MCN.
* Manage and apply appropriate safety measures during training and will ensure access to sufficient and appropriate training materials, tools and equipment during theoretical and practical sessions and as mandated by the training curriculum.
* Assess one’s own capacity and competence realistically with respect to that of other training providers and be open to learn from them
* Coordinate with other training providers operating in the same district(s) and/ or training programs in similar trades in order to exchange experiences, strive for a win-win situation and avoid unhealthy competition
* Establish a good network and communication with the government agencies, chambers and associations and development partners to bring synergy for imparting skills and managing sustainable and rewarding employment.

**Final provision**

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

कार्य क्षेत्रगत शर्त (TOR)

1. पृष्ठभुमि:

**मुस्लिम आयोगले नेपालको करिब ४.४% जनसंख्या रहेको मुस्लिम समुदायको हकहितको रक्षा तथा सशक्तिकरण गर्ने तथा मुस्लिम धर्म र संस्कृतिको संरक्षण, प्रवर्द्धन र विकासको लागि काम गर्दै आइरहेको छ । संवैधानिक आयोगको रुपमा रहेको यस आयोगले मुस्लिम महिलाहरुको स्वरोजगारको माध्यमद्वारा आयआर्जन वृद्धि गरि जिवनस्तर उकास्ने उद्देश्यले मुस्लिम जनसंख्या बढि भएका जिल्लाहरुमा प्रत्येक वर्ष सिलाई कटाई तालिमहरु संचालन गर्दै आइरहेको छ । विगतका सिलाई कटाई तालिम कार्यक्रमलाई प्रभावकारी एवं नतिजामुखि बनाउन विगतमा तालिम प्राप्त गरेका मुस्लिम महिलाहरुलाई यस आ.व. मा एडभान्स र हालसम्म सिलाई कटाई तालिम नलिएका मुस्लिम महिलाहरुका लागि आधारभुत सिलाई कटाई तालिम संचालनको लागि यो कार्य क्षेत्रगत शर्त** (TOR) **तयार गरिएको हो ।**

1. कार्यक्रमको लक्ष्य तथा उद्देश्य

लक्ष्य

**मुस्लिम समुदायलाई क्षमता र सीप प्रदान गर्ने गरी रोजगारीमा पहुँच सृजना गर्नु ।**

उद्देश्य

**मुस्लिम महिलाहरुको व्यावसायिक एवं रोजगारीमूलक क्षमता र सीप अभिवृद्धि गरि रोजगारीमा पहुँचको अवस्था सृजना गर्नु नै यसस तालिमको मुलभूत उद्देश्य रहेको छ । यस तालिमको अन्य उद्देश्यहरु निम्नानुसार रहेका छन् :**

* **मुस्लिम महिलालाई रोजगारमुलक सीप प्रदान गर्नु,**
* **मुस्लिम महिलाको आयआर्जन वृद्धि गरि शिक्षा, स्वास्थ्य जस्ता आधारभुत आवश्यक्ता प्राप्तिमा सहयोग गर्नु,**
* **मुस्लिम महिलाहरु घर भित्रको कार्यमा मात्र सिमित रहने परम्पराको अन्त्य गर्नु ।**

३. परामर्शदाताको कार्यक्षेत्र र गर्नुपर्ने कार्यहरु

**क) परामर्शदाता संस्थाहरुले तोकिएका उद्देश्यहरु हासिल हुने गरी देहाय बमोजिमका समुहहरुमा तालिम संचालन गर्नुपर्नेछः**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **क्र.सं.** | **तालिम संचालन गर्ने जिल्लाहरु** | **तालिमको विषय** | **प्रशिक्षार्थी संख्या** | **तालिम समुह** | **कैफियत** |
|  | **क.एड्भान्स तालिमः बारा, पर्सा, सुनसरी, कपिलवस्तु र नवलपरासी**  **ख.आधारभुत तालिमः महोत्तरी र नेपालगन्ज** |  |  |  |  |

* **तालिम संचालन गर्दा प्रत्येक समुहमा १५ जना प्रशिक्षार्थी रहनेछन् ।**
* **प्रस्तावित काम परामर्शदाताले सब-कन्ट्राक्टमा दिन सक्ने छैन ।**

**ख) उक्त तालिम संचालनको क्रममा परामर्शदाताले मुख्य रूपमा देहायबमोजिमका कार्यहरु गर्नुपर्नेछ**

* **तालिम संचालन गर्नु पुर्व मुस्लिम आयोगसँग समन्वय गरी कार्यक्रम कार्यान्वयन योजनालाई अन्तिम रुप दिनुपर्ने छ ।**
* **प्रभावकारी रुपले तालिम संचालन गर्न आवश्यक तालिम सामाग्रिहरु समयमा नै प्राप्त हुने व्यवस्था गर्नुपर्नेछ ।**
* **तालिम संचालनका सिलसिलामा आवश्यक अन्य व्यवस्था मिलाउने सम्पुर्ण जिम्मेवारी तालिम संचालन गर्ने परामर्शदाताको नै हुनेछ ।**

४. परामर्शदातालाई उपलब्ध गराउने सूचना, भौतिक सुविधा र उपकरण आदिको विवरण

**परामर्शदाताले प्रस्ताव पेश गर्ने सूचना प्राप्त गरे पश्चात प्राविधिक तथा आर्थिक प्रस्ताव प्राप्त गर्ने, प्राप्त प्रस्ताव तयारी गरी पेश गर्ने, प्रस्ताव स्विकृत भएमा मुस्लिम आयोग र परामर्शदाताबीच सम्पन्न सम्झौताका शर्तहरु बमोजिम तालिम कार्यक्रम संचालनको क्रममा आइपर्ने समस्याहरु, अन्य आवश्यक विषय र परिस्थितिमा मुस्लिम आयोगसँग सूचना आदान प्रदान गर्नुपरेमा मुस्लिम आयोग, जावलाखेल, ललितपुरमा सम्पर्क गर्नुपर्नेछ । साथै आर्थिक कारोबार तथा करको सम्बन्धमा मुस्लिम आयोगको आर्थिक प्रशासन शाखामा सम्पर्क गर्नुपर्नेछ ।**

५. तालिम संचालनको अनुगमन, सुपरीवेक्षण तथा सिफारिश

**तालिम संचालनको क्रममा बीचमा तालिमको अनुगमन तथा सुपरिवेक्षण गर्न मुस्लिम आयोगबाट कर्मचारीहरु खटाउन सकिनेछ । खटिएका कर्मचारीहरुले देहायका बुँदाहरु समेत समावेश गरी आफ्नो राय तथा सिफारिस मुस्लिम आयोगमा पेश गर्नुपर्नेछ । परामर्शदाताले काम सम्पन्न गरे पश्चात सम्झौता बमोजिमको रकम भुक्तनिका लागि उक्त सिफारिसलाई समेत आधार मानिनेछ ।**

**क) तालिम व्यवस्थित रुपमा सम्पन्न भए/नभएको** ?

**ख) तालिम संचालनबाट उल्लेखित उद्देश्य प्राप्त भए/नभएको** ?

**ग) तालिम संचालनका लागि आवश्यक जनशक्ति तथा भौतिक सुविधाको व्यवस्था पर्याप्त मात्रामा गरे/नगरेको** ?

**घ) तालिममा प्रशिक्षार्थीहरुको तोकिएको संख्यामा उपस्थित भए नभएको सक्रिय सहभागिता रहे/नरहेको** ?

**ङ) तालिम संचालनका लागि निर्धारित ढाँचा तथा प्रक्रिया पुरा गरे/नगरेको** ?

**च) तालिम निर्धारित मिति, समय, स्थान तथा समूहमा संचालन भए/नभएको** ?

**छ) निर्धारित कार्ययोजना अनुसार कार्य सम्पन्न भए/नभएको** ?

**ज) उपयुक्त समय र कार्यालयको निर्धारित ढाँचामा सम्बन्धित निकायमा प्रतिवेदन पेश गरे/नगरेको** ?

**झ) तालिम निशुल्क रुपमा संचालन भए/नभएको** ?

**ञ) उक्त तालिम निशुल्क रुपमा संचालन भएको व्यानर तयार गरी तालिम स्थल बाहिर (सबैले पढ्न सक्ने गरी) राखिएको छ/छैन** ?

**ट) तालिममा प्रशिक्षक तथा प्रशिक्षार्थीहरुले दैनिक हाजिरी दस्तखत गरे/नगरेको** ?

**ठ) यस आयोगबाट स्विकृत भएको पाठ्यक्रम अनुसार प्रशिक्षण भए/नभएको** ?

६. आचरण

**मुस्लिम आयोग तथा परामर्शदाताहरुको लागि देहायबमोजिमको आचारसंहिता लागु हुनेछ:**

* **छनौट भएको परामर्शदाताले कार्यक्षेत्रगत शर्त (**TOR**) तथा सम्झौतामा उल्लेख भएको शर्तको अधिनमा रही तोकिएको समयावधि भित्रै काम सम्पन्न गरी सक्नुपर्नेछ ।**
* **प्रस्ताव पेश गर्दा प्रस्तावदाताहरुले मिलेमतो गरी तथा झुठा विवरण समावेश गरी प्रस्ताव पेश गर्न पाइने छैन । तर सो बमोजिम गरी प्रस्ताव पेश गरेको जानकारी प्राप्त हुन आएमा सो को छानविन गरी मिलेमतो भएको तथा झुठा विवरण समावेश भएको पाईएमा सम्बन्धित प्रस्तावदाताहरुको प्रस्ताव रद्द गर्न सकिनेछ ।**
* **यो सम्झौताको कार्यान्वयनको अवधि तथा यो सम्झौता समाप्त भए पश्चात पनि सेवा सँग सम्बन्धित प्राप्त कुनै गोप्य राख्नुपर्ने सूचना वा अन्य कुरा मुस्लिम आयोगसँग लिखित रुपमा अनुरोध गरी स्विकृति प्राप्त नगरेसम्म गोप्य नै राख्नुपर्नेछ ।**
* **मुस्लिम आयोगले प्रस्तावमा उल्लेख भएबमोजिम समयमै प्रतिवेदन पेश भएपछि सम्झौतामा तोकिएको समायावधि भित्रै सेवा शुल्क रकम भुक्तानि दिइनेछ ।**

७) क्षतिपूर्ति तथा हर्जाना सम्बन्धी व्यवस्था

**क) परामर्शदाताले ढिलासुस्ती वा अन्य कारणले प्रस्ताव तथा पछि सम्पन्न गरिने सम्झौतामा तोकिए बमोजिम तालिम कार्यक्रम सम्पन्न हुन नसकेमा सम्पन्न हुन नसकेको कामका लागि लाग्ने सम्पूर्ण खर्च सम्बन्धित परामर्शदाताले नै व्यहोर्नु पर्नेछ ।**

८) विवाद समाधान

**क) प्रस्ताव पेश गर्ने तथा पेश भएको प्रस्तावको मुल्यांकनको सम्बन्धमा विवाद उत्पन्न भएमा सम्बन्धित मुल्यांकन समिति समक्ष उजुरी गर्न सकिनेछ । सो विषयमा मुल्यांकन समितिबाट आवश्यक छानविन गरी सो अनुसार विभागीय निर्णयका लागि सिफारिस गरिने र उक्त विभागीय निर्णबाट नै समस्याको समाधान गरिनेछ ।**

**ख) यस** TOR **सहितको प्रस्तावमा उल्लेख भएका कुराहरुको हकमा सोही बमोजिम र सो बाहेक अन्य कुराहरुको हकमा नेपाल सरकारको प्रचलित कानून बमोजिम हुनेछ ।**

९) तालिम संचालन कार्य प्रक्रिया

**क) तालिम संचालन गर्न स्विकृत प्राप्त गर्ने तालिम प्रदायक फर्म, संस्था वा कम्पनीले यस आयोगबाट तोकिएको स्थानमा तालिम प्रदान गर्नुपर्नेछ ।**

**ख) तालिममा सहभागी हुन ईच्छुक प्रशिक्षार्थीका लागि कम्तिमा ७ दिनको सार्वजनिक सूचना गर्नुपर्नेछ । बढि जनसम्पर्क हुने स्थानीय तह तथा वडा कार्यालयमा पनि सूचना टाँस गरि मुचुल्का समेत गर्नु पर्नेछ ।**

**ग) तालिमका लागि गरिबीको रेखामूनि रहेका वर्ग/क्षेत्र/लिङ्ग/जातजाति तथा द्वन्द्ध प्रभावित क्षेत्रका मुस्लिम समुदायलाई विशेष प्राथमिकता दिने नीति रहेको हुँदा आवेदन गर्ने इच्छुक मुस्लिम समुदायबाट छनौट गर्नपर्नेछ ।**

**घ) तालिमका लागि प्रशिक्षार्थी छनौट गर्दा लक्ष्य भन्दा २० प्रतिशत बढि छनौट गरी प्रतिक्षा सूचीमा राख्नुपर्नेछ । तालिम शुरु भएको ५ दिनसम्म पुरा लक्ष्य अनुसारको प्रशिक्षार्थी तालिममा सहभागि हुन नआएमा प्रतिक्षा सूचीका प्रशिक्षार्थीहरुलाई सहभागी गराइ लक्ष्य अनुसारका संख्यामा तालिम प्रदान गर्नुपर्नेछ ।**

**ङ) तालिमको सुपरिवेक्षण मुस्लिम आयोगबाट जुनसुकै बखत हुन सक्नेछ साथै समय समयमा आयोगले चाहेका बखत सूचना प्रविधि मार्फत कार्यक्रम संचालनको निरिक्षण गर्न सक्नेछ र सो को लागि प्रस्तावकले व्यवस्था मिलाउनु पर्नेछ ।**

**च) तालिम संचालनको अवधिमा मुस्लिम आयोगका पदाधिकारीबाट अनुगमन गरिने भएकाले तालिम संचालनको स्थान, अवधि र अन्य विवरण आयोगमा अग्रिम जानकारी गराउनु पर्नेछ ।**

**छ) तालिम समापन पछि प्रशिक्षार्थीको हाजिरी तथा व्यक्तिगत विवरण लगायत सम्झौतामा उल्लेखित कुराहरु समावेश गरी तालिम प्रदायकले आयोगमा पेश गर्नुपर्ने छ ।**

**ज) प्रशिक्षार्थीका लागि आवश्यक पर्ने तालिम सामाग्री, प्रयोगशाला, प्रशिक्षण सामाग्री लगायतका तालिमसँग सम्बन्धित सेवाहरु सेवा प्रदायक संस्थाले निःशुल्क रुपमा अनिवार्य उपलब्ध गराउनु पर्नेछ ।**

**झ) तालिम समापन पछि प्रशिक्षार्थीलाई आयोगको समन्वयमा सेवा प्रदायकले प्रमाणपत्र तयार गरिदिनुपर्नेछ ।**

**ञ) तालिम प्रदायकले तालिम संचालन हुनु अगाडि तालिम संचालन शुरू हुने दिन, दैनिक समयावधि, प्रशिक्षक तथा प्रशिक्षार्थीको विवरण यस आयोगमा अनिवार्य रुपमा दिनुपर्नेछ ।**

**ट) तालिम प्रदायकले तालिम संचालन भएपश्चात प्रत्येक १५(पन्ध्र) दिनमा तालिमका प्रशिक्षक तथा प्रशिक्षार्थीहरुको सक्कल हाजिरी विवरण यस आयोगमा अनिवार्य रुपमा पठाउनु पर्नेछ ।**

**ठ) तालिम निःशुल्क रुपमा संचालन भएको व्यानर तयार गरी तालिम स्थल बाहिर (सबैले पढ्न सक्ने गरी) राख्ने र तालिम प्रदायकले प्रशिक्षार्थीबाट कनै शुल्क, दस्तुर आदि उठाउन वा लिन पाउने छैन।**

**ड) प्रशिक्षार्थीको उपस्थिति सैद्धान्तिक कक्षामा कम्तिमा ८० प्रतिशत र व्यवहारीक कक्षामा ९० प्रतिशत भएको हुनुपर्नेछ ।**

**ढ) तालिम अवधि कम्तिमा ३९० घण्टा (३ महिना) दिनको ६ घण्टाः १ घण्टा सैद्धान्तिक र ५ घण्टा व्यवहारीक अभ्यास हुनुपर्ने ।विदा वा अन्य कारणले समयमा काम हुने अवस्था नभएमा अन्य दिन तालिम संचालन गरेर भएपनि तोकिएको कार्य घण्टा पुरा गरेको हुनुपर्नेछ ।**

**ण) कोरोना भाइरस (**COVID-19**) को संक्रमण हुने सम्भावना भएकोले स्वास्थ्य तथा सुरक्षा सम्बन्धि मापदण्ड अपनाउनु पर्ने ।**

**त) सम्झौता अनुरुप मुख्य जनशक्तिको रुपमा पूर्णकालिन रुपमा संलग्न रहेको अवस्थामा सम्झौता बमोजिम कार्य सम्पन्न नभएसम्म सो सम्झौता बमोजिमको कार्यतालिकामा दोहोरो पर्ने गरी सोहि व्यक्तिको व्यक्तिगत विवरण अन्य परामर्श सेवा खरिद प्रक्रियामा प्रयोग गर्न पाउने छैन ।**

**थ) तालिम संचालन गर्दा थप प्रभावकारी र फलदायी बनाउन आवश्यक्तानुसार दुवै पक्षबीच आपसी छलफल गर्न सकिने छ ।**

**द) तालिम कार्यक्रममा सहभागी प्रशिक्षार्थी तथा प्रशिक्षकको लापरवाहिका कारण कसैमा कोरोना संक्रमण देखिएमा आयोग जवाफदेहि हुने छैन ।**

**ध) कार्यशर्तमा उल्लेखित बाहेकका अन्य विषयको हकमा प्रचलित कानुन बमोजिम हुनेछ ।**

1. An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4(a). [↑](#footnote-ref-1)