**REQUEST FOR PROPOSALS**

**FOR NGO**

**Selection of NGO Services for: REDD Awareness Program**

**Client:**

**Government of Nepal**

**Ministry of Forest and Environment**

**REDD Implementation Center, Babarmahal**

**Country: Nepal**

**Project: REDD Readiness.**

**Issued on: 9 May 2018**

# Government of Nepal

Ministry of Forests and Environment

**REDD Implementation Center, Babarmahal**

**RFP No. Grant No** FIP TFOA 4169

*Babarmahal Kathmandu,*

*9 May 2018*

Dear MS,

1. The REDD Implementation Center has been allocated grant funds (the “Grant”) from the *Trust Fund* which are administered by the International Development Association (IDA) (the “Bank”) and executed by the *REDD Implementation Center* (“the Client”). The *REDD Implementation Center* intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *REDD Implementation Center* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grant[[1]](#footnote-2)agreement. The grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the *REDD Implementation Center* shall derive any rights from the grant agreement or have any claims to the proceeds of the grant*.*
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): *REDD Awareness Program*. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under a Simple Technical Proposal with the Lowest Financial Proposal.
6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2- ………………..

Section 3 - Technical Proposal STP- Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 –Eligible Countries

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract Lump-Sum

(a) Details on the proposal’s submission date, time and address are provided in Clauses17.7and 17.9 of the ITC.

1. **You are specially requested to submit the records and documents exactly as required, not unnecessary documents.**

Yours sincerely,

Dr. Sindhu Prasad Dhungana

Joint Secretary(Tech),

Chief REDD Implementation Center

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | | | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | |  | |
|  | | | | |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | | |
|  | | | |  |
|  | | | | Instructions to Consultants E. Data Sheet  |  | | --- | | **A. General** | |
| **ITC Clause**  **Reference** |  | | | |
| **1 (c)** | *Nepal* | | | |
| **2.1** | **Name of the Client: REDD Implement Center**  **Method of selection**: GON/NGO | | | |
| **2.2** | **Financial Proposal to be submitted together with Technical Proposal**:  Yes  **The name of the assignment is**: REDD Awareness Program | | | |
| **2.3** | **A pre-proposal conference will be held**: No | | | |
| **2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:** N/A | | | |
| **4.1** | *NA* | | | |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |

|  |  |  |
| --- | --- | --- |
| **6.3.1** | **A list of debarred firms and individuals is available at the Bank’s external website***:* [www.worldbank.org/debarr](http://www.worldbank.org/debarr) | |
| **B. Preparation of Proposals** | | |
| **9.1** | **This RFP has been issued in the English language.**  **Proposals shall be submitted in English language.**  **All correspondence exchange shall be in English language.** | |
| **10.1** | **The Proposal shall comprise the following**:  **TECHNICAL PROPOSAL**  **1st Inner Envelope with the Technical Proposal:**   1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-4 4. TECH-5 5. TECH-6   AND  **2d Inner Envelope with the Financial Proposal (if applicable):**  (1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4  (5)Statement of Undertaking (if required under Data Sheet 10.2 below) | |
| **10.2** | **Statement of Undertaking is required**  Yes | |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**  Yes | |
| **12.1** | **Proposals must remain valid for**  *90 days* calendar days after the proposal submission deadline | |
| **13.1** | **Clarifications may be requested no later than** 7 **days prior to the submission deadline.**  The contact information for requesting clarifications is: REDD Implementation Center, Babarmahal  E-mail: info@mofsc-redd.gov.np | |
| **14.1.1** | **Shortlisted Consultants may associate with**  **(a) non-shortlisted consultant(s):** Yes  **Or**  **(b) other shortlisted Consultants:** No | |
| **14.1.2**  (do not use for Fixed Budget method) | **Estimated input of Key Experts’ time-input: 45 days** | |
| **14.1.3**  for time-based contracts only | **NA** | |
| **14.1.4 and 27.2**  use for Fixed Budget method | **Not Applicable** | |
| **15.2** | The format of the Technical Proposal to be submitted is:  TP  . | |
| **16.1** | *(1) a per diem allowance which includes hotel, for experts for every day of absence from the home office for the purposes of the Services;*  *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;*  *(3) cost of office accommodation, including overheads and back-stop support;*  *(4) communications costs;*  *(5) cost of reports production (including printing) and delivering to the Client;* |
| **16.2** | **A price adjustment provision applies to remuneration rates:**  No |
| **16.3** | “**Information on the Consultant’s tax obligations in the Client’s country can be found “***www.ird.gov.np*“ |
| **16.4** | **The Financial Proposal shall be stated in the following currencies:**  **Local Currency** |
| **C. Submission, Opening and Evaluation** | |
| **17.1** | **The Consultants *“*shall not*”* have the option of submitting their Proposals electronically.** |
| **17.4** | **The Consultant must submit:**  (a) **Technical Proposal:** one (1) original;  (b) **Financial Proposal:** one (1) original. |
| **17.7 and 17.9** | **The Proposals must be submitted no later than:**  **Date: 23 May 2018**  **Time:**14.00 hours  **The Proposal submission address is: REDD Implementation Center, Babarmahal, Kathmandu.** |
| **19.1** | **An online option of the opening of the Technical Proposals is offered:**  No  **The opening shall take place at:**  *REDD Implementation Center, Office Forestry Premises*  **Date**: 23 May 2018  **Time:***15.00 hours.* |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals** NA |
| **21.1**  (for FTP) | NA |
| **21.1**  [for STP] | Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:  Points  **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:**  **Quality of the proposed methodology -25**  **Quality and adequacy of Work plan - 15**  **Organizations Experience in related assignment-10**  Total points for criterion (i): *50*  **(ii) Key Experts’ qualifications and competence for the Assignment:**  *{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}*  *a) Lead Trainer/ Facilitator 50*    *50*  **Total points for the two criteria:100**  **The minimum technical score (St) required to pass is: 70** |
| **23.1** | **An online option of the opening of the Financial Proposals is offered:**  No |
| **25.1** |  |
| **26.1** | **The single currency for the conversion of all prices expressed in various currencies into a single one is**: Local Currency  **The official source of the selling (exchange) rate is**: NA  **ate of the exchange rate is: NA** |
|  |  |
|  | **D. Negotiations and Award** |
| **28.1** | **Expected date and address for contract negotiations:**  **Date**: *End of May 2018*  **Address:**REDD Implementation Center, Babarmahal |
| **30.1** | **The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.mofsc-redd.gov.np**  The publication will be done within *20***days after the contract signing.** |
| **30.2** | **Expected date for the commencement of the Services:**  **Date**: End of May 2018 **at**: REDD Implementation Center, Baabrmahal |

# Section 3. Technical Proposal – Standard Forms

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

###### Checklist of Required Forms

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Required for FTP or STP  (√) | | FORM | DESCRIPTION | *Page Limit* |
| FTP | STP |  |  |  |
| √ | √ | TECH-1 | Technical Proposal Submission Form. |  |
| “√ “ If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. |  |
| “√” If applicable | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members |  |
| √ | √ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |  |
| √ | √ | TECH-5 | Work Schedule and Planning for Deliverables |  |
| √ | √ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) |  |

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.**

###### Form TECH-1

**Technical Proposal Submission Form**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5*.*

(e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant (company’s name or JV’s name):

In the capacity of:

Address:

Contact information (phone and e-mail):

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

.

{Suggested structure Form TECH-4 **(for Simplified Technical Proposal Only)**

**Description of Approach, Methodology, and Work Plan for Performing the Assignment**

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

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

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

*c)* ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also includecomments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:** | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** |  |

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment:**

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

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

# Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

**Form FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

Name and Address Amount and Purpose of Commission

of Agents Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third partyrelating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

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

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

**Form FIN-2Summary of Costs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | **Cost** | | | |
| {Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used} | | | |
| {*Insert Foreign Currency # 1*} | {*Insert Foreign Currency # 2, if used*} | {*Insert Foreign Currency # 3,if used*} | {*Insert*  *Local Currency, if used and/or required (16.4 Data Sheet*} |
| **Cost of the Financial Proposal** |  |  |  |  |
| Including: |  |  |  |  |
| (1) **Remuneration** |  |  |  |  |
| (2)**Reimbursables** |  |  |  |  |
| **Total Cost of the Financial Proposal:**  {Should match the amount in Form FIN-1} |  |  |  |  |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** | | | | |
| 1. {insert type of tax. e.g., VAT or sales tax} |  |  |  |  |
| 1. {e.g., income tax on non-resident experts} |  |  |  |  |
| 1. {insert type of tax} |  |  |  |  |
| Total Estimate for Indirect Local Tax: |  |  |  |  |

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**Form FIN-3 Breakdown of Remuneration

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Remuneration** | | | | | | | | |
| **No.** | **Name** | **Position (as in TECH-6)** | **Person-month Remuneration Rate** | **Time Input in Person/Month**  (from TECH-6) | {*Currency # 1- as in FIN-2*} | {*Currency # 2- as in FIN-2}* | *{Currency# 3- as in FIN-2*} | {*Local Currency- as in FIN-2}* |
|  | **Key Experts** |  |  |  |  |  |  |  |
| K-1 |  |  | [*Home*] |  |  |  |  |  |
|  | [*Field*] |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **Non-Key Experts** |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |
| N-2 | [*Field*] |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | Total Costs |  |  |  |  |

# Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits &Grants by World Bank Borrowers, dated January 2011:**

“**Fraud and Corruption**

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

1. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[2]](#footnote-3);
2. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[[3]](#footnote-4);
3. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[[4]](#footnote-5);
4. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[[5]](#footnote-6);
5. “obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures[[6]](#footnote-7), including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated[[7]](#footnote-8) sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

# Section 7. Terms of Reference

Ministry of Forests and Environment

REDD Implementation Centre

Babarmahal, Kathmandu, Nepal

**Terms of Reference**

**Terms of Reference REDD+ awareness and capacity building at district level (budget head: 2.12.1.45.3)**

**1 Background and rationale**

Reducing Emissions from Deforestation and Forest Degradation (REDD) is evolving as a means to reduce forest sector carbon emissions through appropriate forest management practices and enhanced forest governance both in the forestry sector and related sectors. The World Bank has established the Forest Carbon Partnership Facility (FCPF) to assist developing countries in their efforts to reduce their emissions from deforestation and forest degradation. Nepal has been selected as a FCPF country.

Consultation and outreach activities have emerged as a foundation for capacity building of REDD related stakeholders. Some basic level capacity building and outreach activities, like awareness campaign at districts and community level, basic level trainings to local level forest staffs, REDD+ TOT for some forest officers and REDD+ orientation workshops in different districts were conducted during first phase of REDD+ readiness. Development partners and civil society organizations also conducted capacity building and outreach programs. Examples of these initiatives include the RECOFTC/FECOFUN-REDD capacity building project and the NEFIN-REDD awareness-raising program. However, the self-assessment report (R Package-2016) of the REDD+ readiness program in Nepal shows that related stakeholders (DFO staffs, local communities, endogenous communities, related civil society activists, women and other marginalized groups) are not adequately aware of REDD+. Only few local forest officers and activists have received basic level trainings and majority of the local forest officers and junior forest staffs have not yet properly understand REDD+ and its opportunities and challenges to manage forests resources in a sustainable manner. The R Package suggests, for continued capacity building and outreach programs, particularly targeting related government staff working at districts and local level, local communities, vulnerable groups and partner agencies. Further, most of the newly elected local level representatives, who will not only be the key REDD+ actors but also decision makers in their respective local political bodies, lack required knowledge of REDD+.

The awareness development and capacity building assignment has been envisioned as an entry point to lay cornerstone for capacity building and outreach activities in upcoming years under the FCPF and other bilateral funding. This task is, therefore, expected to develop basic understanding of local level REDD+ actors and stakeholders on REDD+ policy process and its current status in Nepal.

**2 |** P a g e

**2 Objectives**

The objective of this assignment is to deliver an updated and comprehensive REDD+ information package to the local level REDD+ stakeholders' targeting newly elected local representatives in particular. Aim is to make them aware of the REDD+ process in Nepal along with possible opportunities and challenges for Nepal.

**3 Specific tasks**

The service provider's key tasks will be to deliver a two days comprehensive REDD+ awareness package to the district and local level REDD+ stakeholders, newly elected members of the local government in particular. At least 10 districts will be selected for the delivery of this package (depending on the number of local bodies in the district) covering all physiographic regions including Terai, Mountain and Himalaya. The consultant will conduct at least one event in each of the selected districts covering all the local political units of the government. In addition, representatives from the three key stakeholders' i.e. DFO, FECOFUN and NEFIN, will also be involved in each of the events. The service provider in consultation with REDD IC will finalize the districts to deliver this awareness package.

**4 Expected Output**

The service provider is expected to deliver on the tasks listed above in an efficient and timely manner. Service provider will submit: (i) an inception report including a training plan for each group of participants; and (ii) a comprehensive training report incorporating list of trainers and participants of the training; participants’ evaluations of the training and lessons learned for future events. In addition, the consultant will also submit the package of all training materials and documents developed to accomplish this assignment.

**5 Training approach**

**5.1 Methodology**

The consultant will first carry out extensive review of REDD+ related resources developed by national and international organizations to understand the key messages and the irrelevance to Nepalese context. After stock taking of the information, service provider will then consult with relevant stakeholders to understand their concerns and priorities in REDD+ related awareness and capacity building issues. The consultant can use additional REDD+ facilitators to assist him/her in developing comprehensive awareness package and delivering the same effectively. The consultant is advised to use the following steps for consultations:

- Consult with key informants of REDD multi-stakeholder forum and CSO/IPOs alliance for REDD;

- Consult with NEFIN, ANSAB, FECOFUN, NAFAN, RECOFTC, and IoF;

- Consult with the noted experts in this field as needed;

**3 |** P a g e

**5.2 Work plan**

The service provider is expected to prepare an inception report with a detailed work plan that shall guide the process. This work plan will propose thematic areas to be covered, methods to be adopted and expected timeline. Based on this work plan, a detailed plan will be discussed and finalized jointly by the consultant and the REDD Implementation Centre (REDD IC).

**5.3 Time Frame**

The consultant’s services are scheduled over a period of up to One MONTH tentatively starting from May 2018 and ending 10th July 2018.

**6 Reporting Requirement**

The consultant shall submit an inception report within the first week of the contract agreement describing the consultant’s plan of actions in consultation with REDD IC. This report shall also be accompanied with a work/ time schedule to confirm that the final submission will be made in a timely manner. The inception report must be approved by the client to proceed with further work. During the time of work, a focal officer from REDD IC will be assigned to keep tracking of the consultant’s work and performance. A well described report (electronic copy-MS word and PDF as well as three hard copies in Nepali and a synthesis report of this assignment in English language) shall be submitted to the client within two months of signing of the contract agreement.

**7 Qualification/experiences and competency**

**Qualification of the service providing organization:** Services for the awareness development and capacity building task will be solicited from a community based civil society organization or NGO with a proven track record in REDD+ related capacity building activities like curriculum development and training delivery (facilitation). Any community based organization and NGO (firm) registered in national PAN/VAT system is eligible to apply. However, the firm should have proven and relevant work experience in sustainable forestry and REDD+ initiative in Nepal. The firm should possess at least five years’ experience with demonstrated annual transaction, audit and renew. If consortium is bidding, letter of joint venture from partnering firms should be submitted. The profile of firm should contain a minimum of following information

Mission, vision and objectives

Date of registration and place of registration

Relevant work experiences of last five years

Annual transaction for last five years

Human Resources

**4 |** P a g e

**Qualification and composition of the facilitating team:** Services for the awareness development and capacity building task will be delivered by an expert with a proven track record in curriculum development, group facilitation and training delivery particularly on REDD+ and related issues. The consultant expert is expected to have a strong background in facilitation, capacity building and experienced in delivering awareness campaign on REDD+ and climate change related issues. Consultants with previous experience in delivering similar package will have additional advantage in this task. The facilitation expert consultant can take assistance of other relevant experts as helping hands to deliver the package in consultation with REDD IC. The consultant for this task must be a Nepalese national with at least graduate degree in Natural Sciences and master degree in any other relevant fields with proven tracking record in group facilitation, training delivery and capacity building applying participatory approaches.

**8 Client’s Input to the Consultant**

REDD IC will dedicate a supervising officer to oversee the contract and help to develop the awareness and capacity building package. The supervising officer will coordinate with other government agencies as needed or requested by the consultant.

**9 Payment Schedule**

REDD IC intends to sign a lump sum contract with the consultant who secures top marks in the RFP evaluation. Each lump sum installment payment will be linked to a particular deliverable. Three time payments could be made as follows: a. First installment of 20% of the contract amount against an acceptable inception report, b. Second installment 50% of the contract amount will be delivered upon completion of the first event in one of the states. c. Final 30% will be paid upon completing all the events and submitting an acceptable final report.

**10 Reference Material:**

The consultant can use reference materials, training manuals, draft REDD+ Strategy, forest reference level report, MRV report, R Package, SESA/ESMF report, ERPIN, draft ERPD and other published and unpublished documents/study reports available in REDD IC. In particular, the consultant is expected to review the REDD IC published mid-level REDD+ facilitator training manual (2016) and update.

**Contact Person**

Mr. Ajaya Vikram Manandhar Under Secretary (Technical) REDD Implementation Centre Babarmahal, Kathmandu, Nepal Tel: 977-1-4239126

Fax: 977-1-4215261

###### Time-Based Form of Contract

**STANDARD FORM OF CONTRACT**

**Service Provider’s Service**

Lump-Sum

**Contents**

[**Preface** 65](#_Toc300749250)

[**I.Form of Contract** 67](#_Toc300749251)

[**II.General Conditions of Contract** 71](#_Toc300749252)

[**A. General Provisions** 71](#_Toc300749253)

[1.Definitions 71](#_Toc300749254)

[2.Relationship Between the Parties 72](#_Toc300749255)

[3.Law Governing Contract 73](#_Toc300749256)

[4.Language 73](#_Toc300749257)

[5.Headings 73](#_Toc300749258)

[6.Communications 73](#_Toc300749259)

[7.Location 73](#_Toc300749260)

[8.Authority of Member in Charge 73](#_Toc300749261)

[9.Authorized Representatives 73](#_Toc300749262)

[10.Corrupt and Fraudulent Practices 73](#_Toc300749263)

[**B. Commencement, Completion, Modification and Termination of Contract** 74](#_Toc300749264)

[11.Effectiveness of Contract 74](#_Toc300749265)

[12.Termination of Contract for Failure to Become Effective 74](#_Toc300749266)

[13.Commencement of Services 74](#_Toc300749267)

[14.Expiration of Contract 74](#_Toc300749268)

[15.Entire Agreement 74](#_Toc300749269)

[16.Modifications or Variations 74](#_Toc300749270)

[17.Force Majeure 74](#_Toc300749271)

[18.Suspension 76](#_Toc300749272)

[19.Termination 76](#_Toc300749273)

[**C. Obligations of the Consultant** 78](#_Toc300749274)

[20.General 78](#_Toc300749275)

[21.Conflict of Interests 79](#_Toc300749276)

[22.Confidentiality 80](#_Toc300749277)

[23.Liability of the Consultant 80](#_Toc300749278)

[24.Insurance to be Taken out by the Consultant 80](#_Toc300749279)

[25.Accounting, Inspection and Auditing 81](#_Toc300749280)

[26.Reporting Obligations 81](#_Toc300749281)

[27.Proprietary Rights of the Client in Reports and Records 81](#_Toc300749282)

[28.Equipment, Vehicles and Materials 81](#_Toc300749283)

[**D. Consultant’s Experts and Sub-Consultants** 82](#_Toc300749284)

[29.Description of Key Experts 82](#_Toc300749285)

[30.Replacement of Key Experts 82](#_Toc300749286)

[31.Removal of Experts or Sub-consultants 82](#_Toc300749287)

[**E. Obligations of the Client** 83](#_Toc300749288)

[32.Assistance and Exemptions 83](#_Toc300749289)

[33.Access to Project Site 83](#_Toc300749290)

[34.Change in the Applicable Law Related to Taxes and Duties 84](#_Toc300749291)

[35.Services, Facilities and Property of the Client 84](#_Toc300749292)

[36.Counterpart Personnel 84](#_Toc300749293)

[37.Payment Obligation 84](#_Toc300749294)

[**F. Payments to the Consultant** 84](#_Toc300749295)

[38.Contract Price 84](#_Toc300749296)

[39.Taxes and Duties 85](#_Toc300749297)

[40.Currency of Payment 85](#_Toc300749298)

[41.Mode of Billing and Payment 85](#_Toc300749299)

[42.Interest on Delayed Payments 86](#_Toc300749300)

[**G. Fairness and Good Faith** 86](#_Toc300749301)

[43.Good Faith 86](#_Toc300749302)

[**H. Settlement of Disputes** 86](#_Toc300749303)

[44. Amicable Settlement 86](#_Toc300749304)

[45.Dispute Resolution 86](#_Toc300749305)

[**Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices** 87](#_Toc300749306)

[**III.Special Conditions of Contract** 89](#_Toc300749307)

[**IV.Appendices** 95](#_Toc300749308)

[Appendix A – Terms of Reference 95](#_Toc300749309)

[Appendix B - Key Experts 95](#_Toc300749310)

[Appendix C – Breakdown of Contract Price 95](#_Toc300749311)

[Appendix D - Form of Advance Payments Guarantee 99](#_Toc300749312)

**Contract for Service Provider’s Services**

**Lump-Sum**

**Project Name** REDD+ Awareness and capacity Building at district level

***Grant* No.**FIP TFOA 4496

**between**

*Government of Nepal*

*Ministry of Forest and Environment*

*REDD Implementation Center, Babarmahal*

**and**

*[****Name of the Consultant****]*

**Dated:**

# Form of Contract

**Lump-Sum**

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

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

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

WHEREAS

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

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

(c) the Client has received [*or* has applied for] a loan [*or* credit *or* grant] from the [*insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]:*toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant]agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;

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(including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

For and on behalf of *REDD Implementation Center*

*[Sindhu Prasad Dhungana, Project Director*

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

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

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

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:  1. “Applicable Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011. 2. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time. 3. “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). 4. “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank. 5. “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant. 6. “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. 7. “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). 8. “Day” means a working day unless indicated otherwise. 9. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. 10. “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. 11. “Foreign Currency” means any currency other than the currency of the Client’s country. 12. “GCC” means these General Conditions of Contract. 13. “Government” means the government of the Client’s country. 14. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 15. “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. 16. “Local Currency” means the currency of the Client’s country. 17. “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. 18. “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. 19. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. 20. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. 21. “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. 22. “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant. |
| 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. |
| Language | * 1. This Contract has been executed in the language specified in the **SCC**, 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 | * 1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC. |
| a. Commissions and Fees | * 1. 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 other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |

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

|  |  |
| --- | --- |
| Effectiveness of Contract | * 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 twenty two (22) 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**. |
| 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.   2. In cases of substantial modifications or variations, the prior written consent of the Bank is required. |
| Force Majeure |  |
| a. Definition | * 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 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.   2. 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 fourteen (14) 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.   3. 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.   4. 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. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44& 45. |
| 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 (f) 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); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):  (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;  (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 45.1;  (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 confirm availability of Key Experts as required in Clause GCC 13.  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 fourteen (14) 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 Clause GCC 45.1 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 45.1.  (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 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, 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 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) payment for Services satisfactorily performed prior to the effective date of termination; and  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, 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. |

# C. Obligations of the Consultant

|  |  |
| --- | --- |
| 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 Experts and Sub-consultants as are required to carry out the Services.  20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| b. Law Applicable to Services | 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.  20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when  (a) as a matter of law or official regulations, the Borrower’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 Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  20.6. 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 38 through 42) 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 the Bank’s Applicable Guidelines, 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 non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts 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 disqualification of the Consultant or the termination of its Contract. |
| Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be provided by the Applicable Law. |
| Insurance to be Taken out by the Consultant | 24.1 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. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| Accounting, Inspection and Auditing | 25.1 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.  25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank 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 Bank if requested by the Bank. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank’s prevailing sanctions procedures.) |
| Reporting Obligations | 26.1 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 | 27.1 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.  27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| Equipment, Vehicles and Materials | 28.1 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.  28.2 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. |

# D. Consultant’s Experts and Sub-Consultants

|  |  |
| --- | --- |
| Description of Key Experts | 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.** |
| Replacement of Key Experts | 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.  30.2 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. |
| Removal of Experts or Sub-consultants | 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.  31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.  31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.  31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |

# E. Obligations of the Client

|  |  |  |
| --- | --- | --- |
| Assistance and Exemptions | 32.1 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.  (c) 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.  (d) 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.  (e) 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.  (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**. | |
| Access to Project Site | 33.1 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 | 34.1 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 Contract price amount specified in Clause GCC 38.1 | |
| Services, Facilities and Property of the Client | 35.1 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.** | |
| Counterpart Personnel | 36.1 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**.  36.2 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| Payment Obligation | 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below. | |

# F. Payments to the Consultant

|  |  |
| --- | --- |
| Contract Price | 38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.  38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**. |
| Taxes and Duties | 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.  39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| Currency of Payment | 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract. |
| Mode of Billing and Payment | 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.  41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.  41.2.1 *Advance payment:* Unless otherwise indicated 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 until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, 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 portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.  41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report l have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.  41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder. |
| Interest on Delayed Payments | 42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , 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.** |

# G. Fairness and Good Faith

|  |  |
| --- | --- |
| Good Faith | 43.1 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 | 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.  44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply. |
| Dispute Resolution | 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

**II. General Conditions**

# Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

“**Fraud and Corruption**

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

1. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[8]](#footnote-9);
2. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[[9]](#footnote-10);
3. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[[10]](#footnote-11);
4. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[[11]](#footnote-12);
5. “obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures[[12]](#footnote-13), including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated[[13]](#footnote-14) sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

# Special Conditions of Contract

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

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(b) and 3.1** | **The Contract shall be construed in accordance with the law of** Nepal |
| **4.1** | **The language is: English** |
| **6.1 and 6.2** | **The addresses are:**  Client :    Attention : Chief, REDD Implementation Center    E-mail : [info@mofsc-redd.gov.np](mailto:info@mofsc-redd.gov.np)  Consultant :    Attention :  Facsimile :  E-mail (where permitted) : |
| **8.1** | *[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**\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[insert name of the member]* |
| **9.1** | **The Authorized Representatives are:**  **For the Client:** *Yam Prasad Pokhrel*  **For the Consultant:** *[name, title]* |
| **11.1** | *NA* |
| **12.1** | **Termination of Contract for Failure to Become Effective:**  **The time period shall be 10 days** |
| **13.1** | **Commencement of Services:**  **The number of days shall be 5days**  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: 1** Month |
| **21 b.** | **The Client reserves the right to determine on a case-by-case basis 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**  Yes |

|  |  |
| --- | --- |
| **23.1** |  |
| **24.1** | **The insurance coverage against the risks shall be as follows:**  **(a) Professional liability insurance, with a minimum coverage of** Rs..(will be same as Total Contract Amount) *insert amount and currency which should be not less than the total ceiling amount of the Contract]*;  (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *Rs.100,000.00*  (c) Third Party liability insurance, with a minimum coverage of *Rs.100,000.00* |
| **27.1** | *NA* |
| **27.2** | **The Consultant shall not use these** *Reports and data related .****documents and software* for purposes unrelated to this Contract without the prior written approval of the Client**. |
| **32.1**  **(a) through (e)** | *[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]* |
| **32.1(f)** | *[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]* |
| **38.1** | **The Contract price is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency as applicable] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.**  **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: “***be paid***” or “***reimbursed***”]* **by the Client** *[insert as appropriate:”***for*“* or “to*”****]***the Consultant.**  **The amount of such taxes is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.** |
| **39.1 and 39.2** |  |
| **41.2** | **The payment schedule:**  **1st payment: 20% of contract price after submission of Inception Report and Approval by the Client.**  **2nd payment: 50% of Contract Price after Completion of 4 Events in any 3 States**  **3rd Payment: 30% of Contract Price after completing of all events and submission of final report and approval by the client.** |
| **41.2.1** | The following provisions shall apply to the advance payment and the advance bank payment guarantee:  NA |
| **41.2.4** | **The accounts are:**  for local currency: *[insert account]*. |
| **42.1** | **The interest rate is**: *8%* |
| **45.1** | *[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]*  **Disputes shall be settled by arbitration in accordance with the following provisions:**  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) The Client and the Consultant shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract arbitrator for the matter in dispute.  (b) Any dispute between the Parties as to matters arising pursuant to this Contract which 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 Arbitration within 30 days after the expiration of amicable settlement period.  (c) In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at the place given in the SCC. |
|  | 2. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:  (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client’s country nor the Consultant’s country]*;  (b) the *[type of language]* language shall be the official language for all purposes; and  (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |

# Appendices

Appendix A – Terms of Reference

………………………………………………………………………………………………

**Terms of Reference REDD+ awareness and capacity building at district level (budget head: 2.12.1.45.3)**

**1 Background and rationale**

Reducing Emissions from Deforestation and Forest Degradation (REDD) is evolving as a means to reduce forest sector carbon emissions through appropriate forest management practices and enhanced forest governance both in the forestry sector and related sectors. The World Bank has established the Forest Carbon Partnership Facility (FCPF) to assist developing countries in their efforts to reduce their emissions from deforestation and forest degradation. Nepal has been selected as a FCPF country.

Consultation and outreach activities have emerged as a foundation for capacity building of REDD related stakeholders. Some basic level capacity building and outreach activities, like awareness campaign at districts and community level, basic level trainings to local level forest staffs, REDD+ TOT for some forest officers and REDD+ orientation workshops in different districts were conducted during first phase of REDD+ readiness. Development partners and civil society organizations also conducted capacity building and outreach programs. Examples of these initiatives include the RECOFTC/FECOFUN-REDD capacity building project and the NEFIN-REDD awareness-raising program. However, the self-assessment report (R Package-2016) of the REDD+ readiness program in Nepal shows that related stakeholders (DFO staffs, local communities, endogenous communities, related civil society activists, women and other marginalized groups) are not adequately aware of REDD+. Only few local forest officers and activists have received basic level trainings and majority of the local forest officers and junior forest staffs have not yet properly understand REDD+ and its opportunities and challenges to manage forests resources in a sustainable manner. The R Package suggests, for continued capacity building and outreach programs, particularly targeting related government staff working at districts and local level, local communities, vulnerable groups and partner agencies. Further, most of the newly elected local level representatives, who will not only be the key REDD+ actors but also decision makers in their respective local political bodies, lack required knowledge of REDD+.

The awareness development and capacity building assignment has been envisioned as an entry point to lay cornerstone for capacity building and outreach activities in upcoming years under the FCPF and other bilateral funding. This task is, therefore, expected to develop basic understanding of local level REDD+ actors and stakeholders on REDD+ policy process and its current status in Nepal.

**2 |** P a g e

**2 Objectives**

The objective of this assignment is to deliver an updated and comprehensive REDD+ information package to the local level REDD+ stakeholders' targeting newly elected local representatives in particular. Aim is to make them aware of the REDD+ process in Nepal along with possible opportunities and challenges for Nepal.

**3 Specific tasks**

The service provider's key tasks will be to deliver a two days comprehensive REDD+ awareness package to the district and local level REDD+ stakeholders, newly elected members of the local government in particular. At least 10 districts will be selected for the delivery of this package (depending on the number of local bodies in the district) covering all physiographic regions including Terai, Mountain and Himalaya. The consultant will conduct at least one event in each of the selected districts covering all the local political units of the government. In addition, representatives from the three key stakeholders' i.e. DFO, FECOFUN and NEFIN, will also be involved in each of the events. The service provider in consultation with REDD IC will finalize the districts to deliver this awareness package.

**4 Expected Output**

The service provider is expected to deliver on the tasks listed above in an efficient and timely manner. Service provider will submit: (i) an inception report including a training plan for each group of participants; and (ii) a comprehensive training report incorporating list of trainers and participants of the training; participants’ evaluations of the training and lessons learned for future events. In addition, the consultant will also submit the package of all training materials and documents developed to accomplish this assignment.

**5 Training approach**

**5.1 Methodology**

The consultant will first carry out extensive review of REDD+ related resources developed by national and international organizations to understand the key messages and the irrelevance to Nepalese context. After stock taking of the information, service provider will then consult with relevant stakeholders to understand their concerns and priorities in REDD+ related awareness and capacity building issues. The consultant can use additional REDD+ facilitators to assist him/her in developing comprehensive awareness package and delivering the same effectively. The consultant is advised to use the following steps for consultations:

- Consult with key informants of REDD multi-stakeholder forum and CSO/IPOs alliance for REDD;

- Consult with NEFIN, ANSAB, FECOFUN, NAFAN, RECOFTC, and IoF;

- Consult with the noted experts in this field as needed;

**3 |** P a g e

**5.2 Work plan**

The service provider is expected to prepare an inception report with a detailed work plan that shall guide the process. This work plan will propose thematic areas to be covered, methods to be adopted and expected timeline. Based on this work plan, a detailed plan will be discussed and finalized jointly by the consultant and the REDD Implementation Centre (REDD IC).

**5.3 Time Frame**

The consultant’s services are scheduled over a period of up to One MONTH tentatively starting from May 2018 and ending 10th July 2018.

**6 Reporting Requirement**

The consultant shall submit an inception report within the first week of the contract agreement describing the consultant’s plan of actions in consultation with REDD IC. This report shall also be accompanied with a work/ time schedule to confirm that the final submission will be made in a timely manner. The inception report must be approved by the client to proceed with further work. During the time of work, a focal officer from REDD IC will be assigned to keep tracking of the consultant’s work and performance. A well described report (electronic copy-MS word and PDF as well as three hard copies in Nepali and a synthesis report of this assignment in English language) shall be submitted to the client within two months of signing of the contract agreement.

**7 Qualification/experiences and competency**

**Qualification of the service providing organization:** Services for the awareness development and capacity building task will be solicited from a community based civil society organization or NGO with a proven track record in REDD+ related capacity building activities like curriculum development and training delivery (facilitation). Any community based organization and NGO (firm) registered in national PAN/VAT system is eligible to apply. However, the firm should have proven and relevant work experience in sustainable forestry and REDD+ initiative in Nepal. The firm should possess at least five years’ experience with demonstrated annual transaction, audit and renew. If consortium is bidding, letter of joint venture from partnering firms should be submitted. The profile of firm should contain a minimum of following information

Mission, vision and objectives

Date of registration and place of registration

Relevant work experiences of last five years

Annual transaction for last five years

Human Resources

**4 |** P a g e

**Qualification and composition of the facilitating team:** Services for the awareness development and capacity building task will be delivered by an expert with a proven track record in curriculum development, group facilitation and training delivery particularly on REDD+ and related issues. The consultant expert is expected to have a strong background in facilitation, capacity building and experienced in delivering awareness campaign on REDD+ and climate change related issues. Consultants with previous experience in delivering similar package will have additional advantage in this task. The facilitation expert consultant can take assistance of other relevant experts as helping hands to deliver the package in consultation with REDD IC. The consultant for this task must be a Nepalese national with at least graduate degree in Natural Sciences and master degree in any other relevant fields with proven tracking record in group facilitation, training delivery and capacity building applying participatory approaches.

**8 Client’s Input to the Consultant**

REDD IC will dedicate a supervising officer to oversee the contract and help to develop the awareness and capacity building package. The supervising officer will coordinate with other government agencies as needed or requested by the consultant.

**9 Payment Schedule**

REDD IC intends to sign a lump sum contract with the consultant who secures top marks in the RFP evaluation. Each lump sum installment payment will be linked to a particular deliverable. Three time payments could be made as follows: a. First installment of 20% of the contract amount against an acceptable inception report, b. Second installment 50% of the contract amount will be delivered upon completion of the first event in one of the states. c. Final 30% will be paid upon completing all the events and submitting an acceptable final report.

**10 Reference Material:**

The consultant can use reference materials, training manuals, draft REDD+ Strategy, forest reference level report, MRV report, R Package, SESA/ESMF report, ERPIN, draft ERPD and other published and unpublished documents/study reports available in REDD IC. In particular, the consultant is expected to review the REDD IC published mid-level REDD+ facilitator training manual (2016) and update.

**Contact Person**

Mr. Ajaya Vikram Manandhar Under Secretary (Technical) REDD Implementation Centre Babarmahal, Kathmandu, Nepal Tel: 977-1-4239126

Fax: 977-1-4215261

Appendix B - Key Experts

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

……………………………………………………………………………………………………

Appendix C – Breakdown of Contract Price

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*“*The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract*.”]*

**Model Form I**

**Breakdown of Agreed Fixed Rates in Consultant’s Contract**

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

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

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges1 | Overhead1 | Subtotal | Profit2 | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour1 |
| Home Office | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Work in the Client’s Country | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

Signature Date

Name and Title:

1. *[ “loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]* [↑](#footnote-ref-2)
2. For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions. [↑](#footnote-ref-3)
3. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution. [↑](#footnote-ref-4)
4. For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions. [↑](#footnote-ref-5)
5. For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution. [↑](#footnote-ref-6)
6. A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines. [↑](#footnote-ref-7)
7. A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower. [↑](#footnote-ref-8)
8. For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions. [↑](#footnote-ref-9)
9. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution. [↑](#footnote-ref-10)
10. For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions. [↑](#footnote-ref-11)
11. For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution. [↑](#footnote-ref-12)
12. A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines. [↑](#footnote-ref-13)
13. A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower. [↑](#footnote-ref-14)