



Government of Nepal/Ministry of Finance

Effective Development Financing and Coordination Project II (EDFC II)
(Atlas Award ID:00126669)



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REQUEST FOR PROPOSAL (RFP)
(To Conduct Negotiation Skills Training for GoN Officials)

NAME & ADDRESS OF FIRM	DATE: November 24, 2021
	REFERENCE: EDFCII/RFP/002/2021

Dear Sir / Madam:

We kindly request you to submit your proposal for Negotiation Skills Training for GoN Officials, as per the enclosed Terms of Reference (TOR).

1. To enable you to submit a proposal, attached are:

- | | |
|--|-------------|
| i. Instructions to Proposers | (Annex I) |
| ii. Terms of References (TORs) | (Annex II) |
| iii. Proposal Submission Form | (Annex III) |
| iv. Technical Proposal Format | (Annex IV) |
| v. Price Schedule | (Annex V) |
| vi. General Condition | (Annex VI) |
| vii. Statement of Compliance with terms and conditions | (Annex VII) |

2. Your offer comprising of technical and financial proposals for task, in two **separate sealed envelopes**, should reach the following address no later than **04:00 PM NST on December 08, 2021** to the Project Management Unit based in the Ministry of Finance.

National Project Manager
Effective Development Financing and Coordination Project II (EDFC II)
Ministry of Finance
Singhdurbar, Kathmandu, Nepal
Tel: 014211803



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Proposals that are received by EDFC II after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Should you require further clarifications, kindly communicate with the contact person identified in the RFP document as the focal point for queries on this RFP.

EDFC II looks forward to receiving your proposal in EDFC II procurement opportunities.

Yours sincerely,

(Himlal Nyoupane)
Deputy Project Manager



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Annex I

INSTRUCTIONS TO PROPOSERS

A. Introduction

Definitions

- a. "Contract" refers to the agreement that will be signed by and between the EDFC II and the successful proposer, all the attached documents thereto, including the General Terms and conditions and the appendices.
- b. "Day" refers to calendar day.
- c. "Government" refers to the Government of Nepal that will be receiving the services provided/rendered specified under the contract.
- d. "Instructions to Proposers" (Annex I of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals.
- e. "Proposal" refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- f. "Proposer" refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by EDFC II through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by EDFC II for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- h. "Services" refers to the entire scope of tasks and deliverables requested by EDFC II under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by EDFC II to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- j. "Terms of Reference" (ToR) refers to the document included in this RFP as Annex II which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and service expected of the successful proposer.



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1. General

The overarching long term goal of the Effective Development Financing and Coordination project (EDFC II) is to further enhance the capacity of Ministry of Finance and other relevant stakeholders with a strengthened enabling environment to effectively and efficiently plan, manage and coordinate Official Development Assistance. The project will help streamline MOF's standard operating procedures translating global policies and practices on ODA management into a single national system. The project will also enhance the analytical capacity of MOF and other line ministries for the better alignment and prioritization of ODA with national development priorities. EDFC II is soliciting proposal from the potentially identified firms/companies to provide the service of: *Negotiation Skills Training for GoN Officials*.

2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, EDFC II will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposal must offer services for each requirement. The Proposer is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Proposer's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Proposer requiring any clarification of the Solicitation Documents may notify the procuring EDFC II entity in writing at the organisation's mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only): **Deputy Project Manager, EDFC II Project**
edfc@mof.gov.np

Subject line of Email:

Negotiation Skills Training for GoN officials

Written inquiries must be submitted on or before 2:00 PM Nepal Standard Time on **December 02, 2021**.



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The project will respond in writing, including an explanation of the query without identifying the source of inquiry via bulletin published on the website.

<http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>. Inquiries received after the above date and time shall not be entertained.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring EDFC II entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment.

In order to afford prospective Proposers reasonable time in which to take the amendments into account in preparing their offers, the procuring EDFC II entity may, at its discretion, extend the deadline for the submission of Proposals.

All amendments to the Solicitation Documents, if any will be communicated through email.

C. Preparation of Proposals

6. Language of the proposal

The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and the procuring EDFC II entity shall be written in English language, in case and otherwise prescribed in the ToRs. Any printed literature furnished by the Proposer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise of the following components:

- a) Proposal submission form
- b) Profile of the organization
- c) Valid registration certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed CVs of the proposed team
- g) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- h) Price schedule



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8. Proposal form

The Proposer shall structure the operational and technical part of its Proposal as follows:

a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Proposer's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Proposer should comment on its experience in similar projects and identify the person(s) representing the Proposer in any future dealing with the procuring EDFC II entity.

b) Resource plan

This should fully explain the Proposer's resources in terms of personnel (Team Leader and Resource Persons/Experts) and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

c) Proposed methodology

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any financial pricing information whatsoever on the services offered. Financial information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Proposer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.



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9. Proposal prices

The Proposer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in NPR (Nepalese Rupee).

11. Period of validity of proposal

Proposals shall remain valid until 31 March, 2022. A Proposal valid for a shorter period may be rejected by the procuring EDFC II entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring EDFC II entity may solicit the Proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Proposer granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposal

Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorised to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

EDFC II shall make payments to the Contractor after acceptance by EDFC II of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposal

14. Sealing and marking of proposal

1. The outer envelope shall be addressed to:

National Project Manager

Effective Development Financing and Coordination Project II (EDFC II)

Ministry of Finance

Singhdurbar, Kathmandu, Nepal



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Marked with Task: –

EDFCII/RFP/002/2021– Negotiation Skills Training for GoN Officials.

2. The proposal shall contain the information specified in Clause 8 (Proposal form) above. The inner envelope shall include the price schedule duly identified as such.

15. Deadline for submission of proposal

Proposals must be received by the procuring EDFC II entity at the address specified under clause *Sealing and marking of Proposals* no later than **December 08, 2021, 04:00 PM** Nepal Standard Time (NST).

16. Modification and withdrawal of Proposal

The Proposer may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring EDFC II entity prior to the deadline prescribed for submission of Proposal.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposal and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form.

E. Opening and Evaluation of Proposal

17. Opening of proposal

The procuring entity will open the Proposal in the presence of a Committee formed by the Head of the procuring EDFC II entity.

18. Clarification of proposal

To assist in the examination, evaluation and comparison of Proposal, the Purchaser may at its discretion, ask the Proposer for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.



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19. Preliminary examination

The Purchaser will examine the Proposal to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which confirms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

20. Evaluation and comparison of proposal

The RFP will be evaluated based on the following methodologies:

- 1) Technical Weightage 70%
- 2) Financial Weightage 30%

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and RFP. Financial Proposals of those Proposers who achieve the minimum technical score (490 points) will be opened for evaluation for comparison and review.

The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered}}{\text{Bid of the Firm/Proposer}} \times 300$$



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Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm/ Organization	30%	210
2.	Proposed Methodology, Approach and Implementation	50%	350
3.	Management Structure and Key Personnel	20%	140
Total			700

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

The minimum experience of the firm/expert should be as described in the detail ToR.

Form 2: Proposed methodology, approach and implementation

Please provide a detailed description of the methodology for how the organisation/firm/expert will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

The methodology shall also include details of the Proposer's techniques, thematic areas, assumptions, limitations, internal technical and quality assurance review mechanisms etc.

The Proposer shall submit Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timings.

Form 3: Management structure and key personnel

Describe the overall management approach and structure toward planning and implementing this activity.

Provide a spreadsheet to show the activities of each staff member and the time allocated for his/her involvement.

Provide the CVs for key personnel (Team Leader and professional staff) that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.



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Key position of technical personnel for package and the expected qualifications are described in the detail ToR.

Form 4: Scoring System of Technical Proposal:

4.1 Scoring for expertise of Firm/ organisation submitting proposal:

S.No.	Description	Maximum Obtainable Marks
1	Demonstrated ability to perform the task	30
2	Prior relevant experience/similar types of training (20 points for each experience)	120
3	Working experience with MoF and relevant line ministries (20 points for each experience)	60
	Total	210

4.2 Scoring for proposed methodology, approach and implementation:

S. No.	Description	Maximum Obtainable Marks
1	Organization and management	30
2	Quality of the documents	60
3	Understanding of assignment, methodology proposed for conducting the training	180
4	Proposed components of the training	80
	Total	350

4.3 Scoring for management structure and key personnel:

S.No.	Description	Maximum Obtainable Marks
1	Relevant qualification and experience of Team leader/Coordinator	80
2	Relevant qualification and experience of Key personnel/resource persons	60
	Total	140



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21. Award criteria, award of contract

The procuring EDFC II entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer or any obligation to inform the affected Proposer or Proposers of the grounds for the Purchaser's action. Payment will be made after the completion of the training event and upon the receipt of the Report submitted.

22. Signing of the contract

Within 7 days of receipt of the contract the successful Proposer shall sign the contract.



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Annex II

TERMS OF REFERENCE (TOR)

**Ministry of Finance
International Economic Cooperation Coordination Division
Negotiation Skills Training for GoN Officials**

1. Background

The Effective Development Financing and Coordination (EDFC II) project, led by the Ministry of Finance's (MoF) International Economic Cooperation Coordination Division (IECCD) is supporting the Government of Nepal (GoN) through capacity development initiatives to improve approaches to mobilizing, managing and coordinating foreign aid and international development finance. Global principles and commitments on aid effectiveness include action at the country level to align aid with national priorities, ensure aid produces intended results, and strengthen mutual accountability. Specific training programs are tailored to the needs of concerned GoN officials, to improve national capacity to negotiate and manage external resources in a more efficient way.

Negotiation is an essential phase of the project management cycle, as GoN officials have the opportunity to ensure that aid resources are aligned with national priorities and policies, and that project agreements are realistic, implementable, and adequately financed. Negotiation skills are also required by GoN officials during actual project implementation, such as for coordinating between development partners and project partners and for resolving project implementation issues. This is particularly relevant given the persistent challenges in smooth and timely implementation of development projects in Nepal.

GoN officials who are part of project negotiation teams will therefore benefit from a tailored training program to improve their negotiation skills and their understanding of the negotiation context and priorities in Nepal, including the potential roles of federal and provincial GoN entities in aid funded-project negotiations. In this context, the EDFC II project is planning to organize a three-day negotiation skills training program for GoN officials in 2021.



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2. Objectives

The objectives of the training program are as follows:

- Improve participants' understanding of the concepts and techniques of negotiation, with a focus on the GoN role in negotiating aid funded-projects and their funding arrangements
- Familiarize participants with the necessary preparations for such negotiations
- Provide a safe and constructive forum for participants to practice (and receive feedback on) their negotiation skills using concrete scenarios of aid negotiations in Nepal
- Facilitate the sharing of experiences and expectations from the various GoN agencies involved in negotiations
- Improve participants' understanding of the main elements to be negotiated from a GoN perspective to improve the effectiveness of development projects and their alignment with national priorities
- Develop participants' understanding of the desired “win-win” outcome of effective negotiations
- Provide an opportunity to discuss and clarify the role of various GoN entities in negotiations, including with reference to the transition to federalism

3. Methodology and Scope of Work

The selected firm will have primary responsibility for designing and facilitating the training program. Participants will contribute to the training delivery by sharing the expectations and objectives of their respective agencies in the negotiation process. MoF/IECCD management may also act as resource persons on GoN policies for project negotiations, including related to the covid context.

To ensure effective learning outcomes, a combination of different methodologies should be used over the course of the program, such as case studies, lectures, group discussions, exercises, and mock negotiations (**Hybrid Model: offline and online (ZOOM)**). Sessions should be engaging and interactive, with participants encouraged to actively participate in discussions, share their views and experiences, and contribute to a meaningful learning process. The program should also include a presentation of lessons learnt by participants.



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Finalization of the training design will be done in close coordination with the MoF/EDFC II, to ensure it is tailored to the specific needs of participants. This will include working with designated MoF/IECCD and Ministry of Law and Justice focal points to collect relevant government regulations, guidelines and procedures so the training contents reflect accurate and real-world scenarios. The EDFC II project, with guidance from MoF/IECCD, will identify and invite the participants and arrange the venue.

This training program content should - at a minimum - include the following elements:

- Characteristics of successful negotiations, negotiation gambits, choosing the right negotiation strategy based on analysis of relevant factors, how to effectively implement the chosen negotiation strategy, common challenges in conducting actual negotiations and how to overcome them, and general best practices for effective negotiations
- Underlying key concepts, theory, and basic elements of [public sector] project negotiations and their adaptation to the Nepal context
- Current practices (based on prevailing regulations, guidelines, policies, etc) of project negotiation in Nepal, including related to the formation of the negotiation team
- Relevant aspects of the Nepal context which affect GoN aid-related negotiations (culture, communication styles, etiquette, and the specific context of aid/development related meetings)
- Concrete actions that will be taken by participants to use the acquired skills and knowledge in future negotiations; a summary of the participants' individual commitments should be provided to MoF/EDFC II following conclusion of the training, together with results of a participant satisfaction and learning outcome survey

A maximum of 30% of total training time should be devoted to theoretical approaches to negotiation skills. The remainder of the time should be dedicated to the discussing the specific Nepal context, facilitating exchanges of experience between participants, discussing and practicing practical skills, leading the participants in group exercises and mock negotiations, and extracting concrete recommendations to improve the effectiveness of GoN negotiations of projects in future.



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4. Duration

The proposed duration for the training is three days, tentatively scheduled for second week of December 2021(exact dates to be determined). The training will be residential within or outside the Kathmandu valley.¹

5. Participants

An estimated 20 to 25 GoN officials (Officer to Under Secretary level) will be invited to participate; participants are expected to be nominated from among the following:

- Ministry of Finance
- Ministry of Law and Justice
- National Planning Commission
- Office of the Auditor General
- Office of the Prime Minister and Council of Ministers
- Other Key Relevant Ministries
- Relevant provincial ministries in seven provinces

6. Elements to be included in proposals

Candidate firms should prepare and submit proposals with the following information:

1. A short **narrative explaining the training program approach** and reflections on the objectives of the assignment/training program (no more than three pages)
2. A **detailed training program agenda** including session topics, session objectives, methodology and mechanics (**Context of COVID- 19 Pandemic: Follow the Hybrid Model- online (ZOOM) and Offline**) , resources required, reference materials to be used, and other such relevant information
3. **Identification of individual trainer(s) and resource persons** for specific sessions (proposals should include signed CVs); trainers and resource persons will be subject to MoF/EDFCII approval

¹ The EDFC II project will handle logistical support for the training. This includes invitation process/selection and confirmation of participants, arranging venue for the training, and making arrangements for accommodation/food/DSA for participants.



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The successful firm will be selected through a review of proposals received, on the basis of cost and quality, and consistent with UNDP's NIM guidelines.

7. Required Qualifications

Minimum qualifications of the consulting firm:

- Cumulative experience of at least 5 years, and at least 3 prior relevant/similar trainings
- Demonstrated technical knowhow on the subject matter of negotiation skills
- Prior relevant experience working with MoF and line ministries

Consulting firm staffing requirements:

Team Leader:

- PhD holder in development studies (whether in a specific thematic area of development or a general studies area such as public policy)
- At least 10 years cumulative experience in development sector in Nepal
- At least 5 prior experiences organizing and/or facilitating trainings for adult learners in the development sector Nepal
- Demonstrated technical knowhow on effective training and adult learning approaches
- Prior experience with organizing/facilitating trainings specifically on negotiation skills in the public sector in Nepal will be considered an asset

Lead Resource Person:

- Master's degree in development studies (whether in a specific thematic area of development or a general studies area such as public policy)
- At least 5 years cumulative experience in the development sector in Nepal
- At least 3 prior experiences organizing and/or facilitating trainings for adult learners in the development sector in Nepal
- Demonstrated technical knowhow on effective training and adult learning approaches

8. Payment Modality

- 100% payment shall be paid upon satisfactory completion of the training after the submission of post-training report.

The firm shall be responsible for all taxes and duties including income tax applicable as per the rules of the Government of Nepal.



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Annex III

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal until 31st March 2022 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of



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Annex IV

TECHNICAL PROPOSAL FORMAT

i) RFP Information

RFP Title:

EDFC II/RFP/002/2021 – *Negotiation Skills Training for GoN Officials.*

Basic Organization Information

Name of the organization :
Contact person's name :
Contact details :
Telephone :
E-mail :
Address :

ii) Organizational Profile:

Provide brief information on the structure of your organization and the field(s) and location(s) in which your organization operates. (Maximum of one pages)

iii) Organization's Experience

Provide a detailed information on organizational expertise and previous work your organization has undertaken in the field of similar baseline survey. (Maximum of two pages)

iv) Technical Proposal

Provide a detailed description of how your organization proposes to implement the above ToR. (Maximum of five pages) Please include the following:

- A) A detailed implementation schedule (training plan/agenda) and how you would intend to meet the deliverables mentioned in the TOR.*
- B) An outline of the approach taken to supervise and monitor the project to ensure all components can be delivered on time and to a high quality.*

v) Human Resources

Provide details of the human resources of your organization that will be employed to undertake this task. Submission of CVs of all members of proposed team is highly recommended. (including signed CVs of expert)



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Annex V

PRICE SCHEDULE

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The specification has been developed for different packages. The name and number of package shall be clearly mentioned in the proposal cover page, cover letter and inside proposal.

EDFC II/RFP/002/2021- *Negotiation Skills Training for GoN Officials.*

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

1. Financial Proposal

The Proposer should submit separate financial engagement plan (with cost details) for the training. The cost should include engaged persons' fee/remuneration, training materials, and other training related expenses including audio-visual equipment.



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Price Schedule for: Negotiation Skills Training Request for Proposals for Services					
	Description of Activity	Number of persons needed to deliver (A)	Number of days needed to deliver (B)	Unit Price/ Daily rate (C)	Total Amount (AXBXC)
1	Professional Service charges				
	a) Team Leader				
	b) Lead Resource Person				
	c)				
	d)				
2	Training Materials Costs for 25 participants	Per set(D)		No. of Unit(E)	Total Amount (DXE)
	a)				
3	Other Cost	Per set (F)	Number of Days (G)	No. of Unit (H)	Total Amount (FXGXH)
	a)				
	TOTAL COST (1+2+3)				
	VAT 13%				
	GRAND TOTAL				

(Amount in Word:)

.....)

Notes for financial plan:

- As the EDFC will manage the accommodation for the Proposer team, those cost should not be included in the Proposer's financial proposal.
- Separate DSA cannot be claimed because it will be covered under the Engaged persons' remuneration/fee.
- Administrative and other associated costs, if any, should be built into the above headings proportionately.
- Training material should include good quality pen, note book and hands out.
- Proposal will be disqualified if it does not follow the above price schedule format.

Acceptance of the proposed schedule of work and the timelines is a must and no deviation in the timeline is allowed.

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Annex VI

GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK

1. Force Majeure

Without prejudice to their rights the EDFC II and the party shall not be held responsible nor suffer any financial loss should the performance of the party be delayed or prevented by an event of Force Majeure, which shall include, but not limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of the signing of this contract. In event of an occurrence of the Force Majeure, either party shall notify the other of the event and during such event the rights and obligations of either party shall automatically be suspended.

2. Arbitration

Any dispute arising out of or in connection with this task not settled by mutual understanding shall be submitted to arbitration to three arbitrators. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

3. Termination

Either party may terminate this contract at any time by giving the other party fourteen (14) days' notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by EDFC II on a pro rata basis.

4. Law Applicable

This contract shall be governed by the law of Government of Nepal and project guidelines.

5. Independent Relationship

Nothing contained in the contract shall be construed as establishing or creating between EDFC II and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis EDFC II.



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6. Party's General Responsibilities

- a. The party shall carry out work under the contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.
- b. The party shall be responsible for the professional and technical work carried out by him/her in the implementation of this task.

7. Workmen's compensation and other insurance

The party shall make his/her own arrangements regarding insurance for medical expenses and for accident, death and permanent disability for the period of the task. All costs involved will be borne by the party.

8. Source of Instruction

The party shall neither seek nor accept instructions from any authority other than EDFC's and UNDP's authorized agent in connection with the work under the contract.

9. Prohibition on conflicting activities

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of EDFC II in respect of this project.

10. Officials not to benefit

The party warrants that no UNDP or EDFC II official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

11. Assignment

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without prior written approval of EDFC II.

12. Records, Accounts, Information and Audit

- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to EDFC II and UNDP any records or information, oral or written, which EDFC II may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow EDFC II and UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.



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13. Language

Unless otherwise specified in the task, English language shall be used by the party in all written communications to EDFC II with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services

14. Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the party under this task be the property of EDFC II, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this grant. Under no circumstances shall the contents of such documents or data be made known to any unauthorized person without written approval of EDFC II and UNDP. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and universities record.

15. Amendments

The terms and conditions of this task may amended only in writing signed by both parties to this task or their duly authorized representatives.

16. Obligation to inform EDFC II of changes in conditions

The party shall promptly and fully notify EDFC II in writing of any conditions which interferes, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, EDFC II shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances.

17. Taxation

The party shall be liable for any tax levied on the fee paid as per this task. Income tax on the remuneration and allowances paid to the party will be deducted at source.

18. Right of EDFC II

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, EDFC II may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event EDFC II may hold the party responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the services.



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- c. Cancel the contract without any liability for termination charges or any other liability of any kind of EDFC II.

19. Late Delivery

Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with EDFC II to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the party's cost (unless the delay is due to Force Majeure), if reasonably so requested by EDFC II.

20. Settlement of Disputes

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, the task or the breach, termination or invalidity thereof.



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Annex VII

STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

MUST BE DULY COMPLETED AND RETURNED WITH PROPOSAL.

Please confirm acceptance of the following:

ITEM	DESCRIPTION	ACCEPTED (Y/N)
CONDITIONS:	Instruction to Proposers – Annex I	
	Terms of Reference (ToR) – Annex II	
	Proposal Submission Form – Annex III	
	Technical Proposal Format – Annex IV	
	Price Schedule – Annex V	
	General Terms and Conditions in Execution of the Task – Annex VI	
	Statement of Compliance with Terms and Condition – Annex VII	
TIMELINE:	Refer to detail ToR	
PAYMENT TERMS:	After completion of each training	
VALIDITY OF PROPOSAL:	<u>31st March 2021</u>	
CURRENCY OF PRICES	<u>Must be in Nepalese Rupees.</u>	

Submitted by:

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal:

Rimal