

**PROJECT ADMINISTRATION
MEMORANDUM (PAM)**

FOR THE

**GENDER EQUALITY AND
EMPOWERMENT OF WOMEN PROJECT**

November 2006

CURRENCY EQUIVALENTS

(as of 30 September 2006)

Currency Unit	-	Nepalese rupee/s (NRe/NRs)
NRe1.00	=	\$0.013618
\$1.00	=	NRs73.432

ABBREVIATIONS

ADB	-	Asian Development Bank
ADR	-	alternative dispute resolution
CBOs		Community-based organizations
CBWSS	-	community-based water supply and sanitation
CICC	-	central implementation coordination committee
CPMT	-	central project management team
DDC	-	district development committee
DDF	-	district development fund
DDP	-	district development plan
DICC	-	district implementation coordination committee
DPT	-	district project team
DWD	-	Department of Women Development
GE	-	gender equality
GSG	-	Gender Stakeholders Group
IDS	-	institutional development specialist
LSGA	-	Local Self-Governance Act
MCPW	-	Microcredit Project for Women
MDG	-	Millennium Development Goals
M&E	-	Monitoring and evaluation
ME	-	Microenterprise
MESI	-	measuring empowerment and social inclusion
MIS	-	management information system
MOES	-	Ministry of Education and Sports
MTR	-	midterm review
MOWCSW	-	Ministry of Women, Children and Social Welfare
NDC	-	National Dalit Commission
NGO	-	nongovernmental organization
NWC	-	National Women's Commission
O&M	-	operations and maintenance
PPMS	-	project performance management system
SCC	-	savings and credit cooperative society
SP	-	service provider
VDC	-	village development committee
WDA	-	women development assistant
WDO ^f	-	women development officer
WDO	-	women development office
WG	-	women's group
WSSS	-	water supply and sanitation scheme

NOTES

- (i) The fiscal year (FY) of the Government ends on 16 July.
- (ii) In this report, "\$" refers to US dollars.

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KEY PERSONS INVOLVED IN THE PROJECT

I. Asian Development Bank (ADB)

The ADB's Agriculture, Natural Resources and Social Services Division (SANS) of the South Asia Department (SARD) is responsible for the implementation of the Gender Equality and Empowerment of Women Project in ADB. The ADB Nepal Resident Mission (NRM) will support SANS in coordinating implementation activities.

A. ADB Headquarters

Director, SANS	:	Frederick C. Roche
Project Economist/Project Officer	:	Marzia Mongiorgi Tel. No. (632) 632-5988 Email: mmongiorgi@adb.org
Financial Control Specialist	:	Yongbo Zhao Tel No. (632) 632-4650 Email: yzhao@adb.org
Assistant Project Analyst	:	Cynthia Razon Tel. No. (632) 632-4622 Email: crazon@adb.org
Address	:	Asian Development Bank 6 ADB Avenue, Mandaluyong City 1550 Metro Manila, Philippines or P.O. Box 789, 0980 Manila, Philippines
Facsimile	:	(632) 636-2444 (ADB's main fax) (632) 636-2391 (SANS)
Telephone	:	(632) 632-4444
ADB's website	:	http://www.adb.org

B. ADB Nepal Resident Mission

Project Officer	:	Laxmi Sharma Project Officer Email: lsharma@adb.org
Address	:	Srikunj, Kamaldi Ward No. 31 P.O. Box 5017 Kathmandu, Nepal
Facsimile	:	(977) 1 422 5063
Telephone	:	(977) 1 422 7779

II. Executing Agency

The Executing Agency of the Project is the Department of Women Development (DWD) of the Ministry of Women, Children, and Social Welfare (MWCSW).

A. Ministry of Women, Children, and Social Welfare

Secretary : Punya P. Neupane

Facsimile : 977-1-4241516

B. Department of Women Development

Director General : Mr. Mahendra Prasad Shrestha

C. Central Project Management Team

Project Director : Mr. Mahendra Prasad Shrestha

Project Manager : Mahendr Kumar Thapa

Director : Keshab Prasad Regmi

Section Officers : Devi Maya Ghimire

Shanta Bhattarai

Mina Aryal

Ganesh Bdr. Adhikari

Prithu Raj Tiwari

Ratna Mani Bhattarai

Account Officer : Kamal Mani Acharya

Address : Department of Women Development
Government of Nepal
Shree Mahal Pulchok

Facsimile : 977-1-5521214

Telephone : 977-1-5547015 / 14 / 13

D. District Project Offices

Western Cluster

Achham : Women Development Officer

Baitadi : Brinda Koirala

Bajhang : Lokendra Acharya

Bajura : Hari Priya Bam

Doti : Anita Budhayar

Jumla : Manju Rayamajhi

Kalikot : Prabha Shrestha Oli

Mugu : Gira Basnet

: Punam Regmi

Central Cluster

Bara	:	Chandrakala Shrestha
Dhanusha	:	Devaki Neupane
Mahottari	:	Hari Laxmi Manandhar
Ramechhap	:	Radha Sharma Rupakheti
Rautahat	:	Uma Paudel
Sarlahi	:	Nirjala Chudal
Sinduli	:	Merina Shrestha

III. Exchange of Communication

All official letters/correspondence/fax messages, etc. must be signed by the Project Director or Secretary, MWCSW, or Director General, DWD and addressed to Director, SANS.

Loan Processing History

a.	Approval of PPTA	:	24 May 2002
b.	Feasibility Study	:	5 September 2003
c.	Fact-Finding	:	27 July–19 August 2003
d.	Management Review Meeting	:	10 October 2003
e.	Pre-Appraisal Mission	:	14-24 October 2003
f.	Appraisal Mission	:	26 November-11 December 2003
g.	Staff Review Meeting	:	30 March 2004
h.	Loan Negotiations	:	31 May-2 June 2004, concluded on 17 November 2004 in Kathmandu
i.	Board Circulation	:	24 November 2004
j.	Board Consideration and Approval	:	16 December 2004
k.	Loan Agreement Signing	:	9 June 2006
l.	Loan Effectiveness	:	
	Original Terminal Date	:	9 September 2006
	First Extension	:	9 December 2006

Conditions of Loan Effectiveness

The following are specified as additional conditions to the effectiveness of the Loan:

Condition	Complied on
(i) The central project management team (CPMT) shall be in place and all staff, including the Project Manager, shall have been appointed;	28 July 2006
(ii) The central implementation coordination committee (CICC) shall have been established and its members shall have been notified;	31 July 2006
(iii) The shortlist for the Institutional Development Specialist shall have been finalized;	This consultancy input was included in TA 4767-NEP: Capacity Building for Gender Equality and Empowerment Strategy and the contract with the selected consulting firm was signed between ADB and the firm on 17 November 2006.
(iv) The draft Act amending some acts to eliminate discriminatory provisions against women shall have been passed as an ordinance and shall have been gazetted;	Parliament passed on 28 September 2006
(v) The Government shall have issued an Executive Order, which will incorporate key provisions of the draft National Women's Commission (NWC) and National Dalit Commission (NDC) Acts in the Terms of Reference of the NWC and NDC until such Acts shall have been passed; and	# For NDC, the King's Cabinet passed executive order in line with NDC's Proposed Bill and formed the Commission with 10 members on 10

	December 2005; # The King's Cabinet passed executive order in line with the proposed bill for National Women's Commission and formed the Commission with 5 members in March 2006.
(vi) The Government shall have issued an instruction to exempt women savings and credit cooperative society (SCCs) from the Article 76 of the Nepal Rastra Bank Act.	19 October 2005 Dept of Cooperatives issued an instruction to District Offices

PROJECT FRAMEWORK

Design Summary	Performance Indicators/Targets	Monitoring Mechanisms	Assumptions and Risks
Impact Reduced poverty of poor rural women, including low-caste and ethnic groups, and their households in selected areas of rural Nepal	Proportion of very poor and poor households in project area decreased by 20% from baseline.	National Commission monitoring report Nepal Human Development report Nepal Millennium Development Goal monitoring report	
Outcome Poor rural women, including low-caste and ethnic groups, empowered economically, socially, and politically	<p>A total of 100,000 households have positive economic and social development impacts from the project.</p> <p>50,000 women have improved and regular sources of production and income.</p>	<p>Project baseline surveys measuring and monitoring evolving socioeconomic conditions by gender, ethnicity, and caste</p> <p>Project surveys, monitoring and review</p> <p>DDC and VDC records and comparison with periodic plans and targets</p> <p>Project performance audit report and review</p>	<p>Very poor and poor are correctly identified and supported by appropriate delivery mechanism.</p> <p>Communication, activities, and monitoring are not hampered by restricted mobility and security.</p> <p>Government, partners NGOs, and other stakeholders are committed to the project, and accepted in conflict and post-conflict areas.</p> <p>DDC capabilities to manage increased and decentralized district funding.</p> <p>Budget is allocated properly to sustain delivery and initiatives under the Project.</p>
Outputs 1. Increased income, assets, and employment opportunities for poor rural women (Economic empowerment) (i) To increase women-led viable MEs (ii) To improve opportunities and conditions for female wage laborers (iii) To increase access to	<p>By the end of the Project:</p> <p>Household assets such as house size and quality of wall, roof and floor materials, clothes, sleeping and kitchen equipment improved.</p> <p>30,000 women, at least 30% from dalit and janajati, have been trained and supported in establishing and the operating MEs.</p>	<p>Gender, ethnicity and caste baseline, socioeconomic survey</p> <p>Needs and demands survey</p> <p>Number of training and evaluation of training impact on knowledge</p> <p>Monitoring report on ratio</p>	<p>Social mobilizers and facilitators are gender and caste and ethnic sensitive</p> <p>Proportion of poor women and other disadvantaged ethnic groups and castes participating in project activities represent at least 60% of the beneficiaries.</p> <p>Poor women are able to</p>

Design Summary	Performance Indicators/Targets	Monitoring Mechanisms	Assumptions and Risks
<p>microfinance for women's groups including SCCs and informal groups formed under MPCW</p>	<p>Training programs have been designed and implemented for each group involved in new MEs.</p> <p>The ratio between number of project-supported MEs and number of MEs with linkages to credit institutions is at least 90%.</p> <p>The ratio between number of approved demands and number of households benefiting from the package and animals is at least 90%.</p> <p>Demand for agriculture and husbandry extension services increased.</p> <p>The ratio between the number of demands and the number of households having access to commercial poultry or pig package is at least 90%.</p> <p>Beneficiaries' perception of socio-economic impacts is positive.</p> <p>The ratio between approved projects and implemented projects is at least 90%.</p> <p>Trends in demand for vegetable, NTF, mushroom and honey development are positive.</p> <p>At the end of the project, 90% wage female laborers of the selected VDCs are aware of and more confident in the economic and labor environment.</p> <p>40% of the female wage laborers trained are engaged in higher and more secure labor productive jobs, including foreign employment.</p>	<p>between MEs identified and established after training.</p> <p>Monitoring record of MEs operation, management and benefit</p> <p>Project monitoring records and reports</p> <p>Project baseline surveys and annual monitoring</p> <p>Record of visitors in para-vet and livestock extension offices.</p> <p>Random qualitative evaluation studies on perception of beneficiaries</p> <p>Record of visitors in agriculture extension offices</p> <p>Project performance audit reports and review</p> <p>Ratio between MFI demands and disbursement</p> <p>Number of lending institutions in project area, and the expansion of their portfolio</p>	<p>take the risk of change.</p> <p>Economic environment is conducive to investment.</p> <p>Security improves.</p> <p>There is no duplication of activities or processes with other ME programs.</p> <p>There is a progressive change of attitude and behavior of high castes toward low castes.</p> <p>Low-cost irrigation facility is available.</p> <p>Capable and financially viable MFIs are available in the project area.</p>

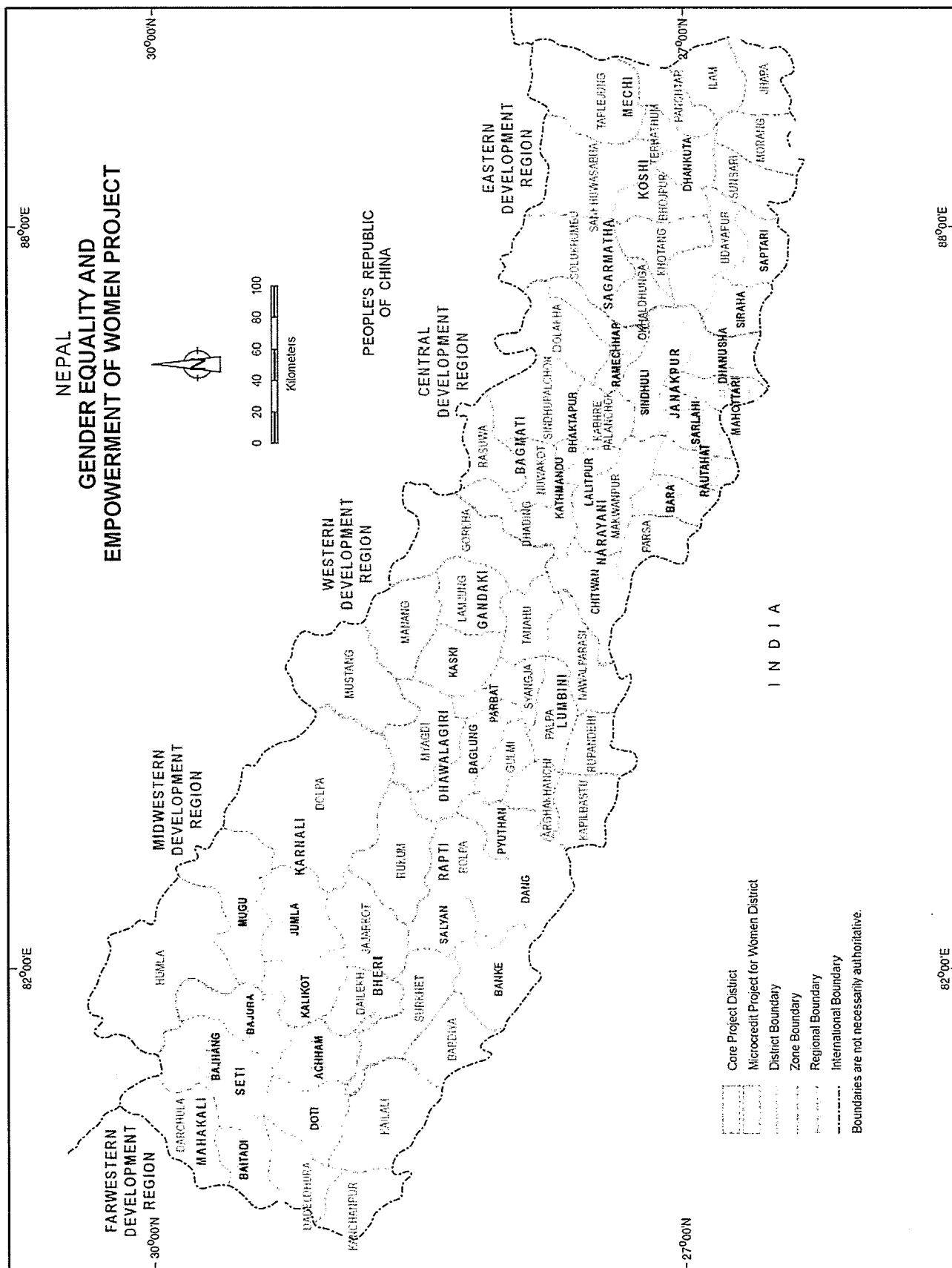
Design Summary	Performance Indicators/Targets	Monitoring Mechanisms	Assumptions and Risks
<p>2. Increased control by poor rural women over their lives through the use of law (Legal Empowerment)</p> <p>(i) To increase knowledge and awareness of poor rural women and of society at large of their legal and administrative rights and obligations</p> <p>(ii) To strengthen legal and administrative environment</p>	<p>Income levels increased by at least 30% for female wage laborers in the selected VDCs.</p> <p>90% of female agricultural laborers that received tools and implements have increased their income.</p> <p>90% of the beneficiary women and disadvantaged groups have access to needed MFI services.</p> <p>By the end of the Project:</p> <p>a course on women's and related rights is included in the LL.B of Thibuvan University and a course on women's rights and issues in 50% of college programs.</p> <p>popular awareness raising campaigns in 80 VDCs are completed.</p> <p>at least 80% of the poor rural women of the selected VDC have increased their knowledge of their rights.</p> <p>the number of married women in the project area who have registered their marriage has increased by 30%.</p> <p>the number of women in the project area who have a citizenship certification has increased by 25%.</p> <p>25 judges and 25 prosecutors are trained in women's and related rights.</p> <p>120 district courts, DDCs, and VDCs have a small law library with legal reference material, and copies of Supreme Court decisions - where feasible on-line.</p> <p>police officers in the project area have been trained on women's rights and issues.</p>	<p>Progress Project reports</p> <p>Curriculum of Thibuvan Law School and of Colleges</p> <p>Record of attendance</p> <p>Police annual report</p> <p>Women's mobility</p> <p>Qualitative study on perception of the poor rural women about their rights and on how to obtain them</p> <p>Qualitative study on ADR at household and community level</p> <p>Court registries on number of cases brought by poor rural women to district courts</p> <p>Marriage and birth registries</p>	<p>There is political commitment to these activities.</p> <p>The campaign is based on legal rights and issues that are relevant to the difficulties of the rural poor women.</p> <p>The mobile Government units are effective.</p> <p>District judges remain or return to their posts.</p> <p>ADR takes into account existing local systems of dispute resolution and recognizes issues of caste and ethnicity.</p> <p>Women who have been informed about their rights have easy access to paralegals and legal aid.</p>

Design Summary	Performance Indicators/Targets	Monitoring Mechanisms	Assumptions and Risks
<p>3. Increased available time and improved opportunities for poor rural women to pursue both personal and community development (Social Empowerment)</p> <p>(i) To enhance social processes at community level</p> <p>(ii) To improve household technology</p> <p>(iii) To improve community infrastructure</p>	<p>there is a sustainable legal aid cell at district level in each district.</p> <p>women in the project area have access to ADR both for household mediation and for community level mediation.</p> <p>By the end of the Project:</p> <p>40% of the illiterate women and disadvantaged groups from the selected communities have achieved functional literacy programs.</p> <p>at least 60% of female WGs are actively participating in decision making at the community level</p> <p>The Multipurpose Women's Center by women is managed by WGs.</p> <p>100% of the VDCs and 100% of the beneficiary communities are aware of time-saving household technologies.</p> <p>38,500 households are benefiting from time saving technologies.</p> <p>Women of beneficiary communities save at least 1.5 hours per day through time-saving technologies and their time spent in menial tasks reduced by 20%.</p> <p>80% of water and sanitation beneficiaries have changed their behavior towards water and sanitation practices.</p> <p>60% of beneficiary women have used saved time for more productive activities.</p> <p>250 km of trails, including bridge and drainage structures, and organized communities for maintenance.</p>	<p>Progress Project reports</p> <p>NGO/WDO progress reports</p> <p>NGO/WDO periodical monitoring (mobility maps) as posted in the women's resource centers</p> <p>Management of the Multipurpose Women's Center by women</p> <p>Project monitoring report</p> <p>Need assessment surveys</p> <p>Record and monitoring of respiratory problem</p> <p>Monitoring of sample female daily calendar</p> <p>Study and monitoring of firewood collection during official collection day</p> <p>Record of water supply, labor, and financial contribution, and collection fees for O&M</p> <p>Monitoring of number of bicycle, carts, and other carrying means in VDC where trails and bridges are rehabilitated</p>	<p>Very poor and poor can afford to access the improved technology</p> <p>Poor and very poor female/caste/ethnic groups can afford to participate in and benefit from community activities.</p>

Design Summary	Performance Indicators/Targets	Monitoring Mechanisms	Assumptions and Risks
<p>4. Increased capacity to mainstream gender and promote women's empowerment (Institutional Strengthening on Gender Mainstreaming)</p> <p>(i) To strengthen gender mainstreaming mechanisms of DWD and WDO</p> <p>(ii) To strengthen gender mainstreaming mechanisms of local bodies</p> <p>(iii) To upgrade DWD and WDO facilities</p>	<p>Organizational audit of DWD is completed in the first 3 months of the Project.</p> <p>A professional development plan is prepared for DWD and WDO staff.</p> <p>Training modules prepared for DWD and WDO staff, for district-level staff and DDCs based on audit recommendations.</p> <p>By the end of second year:</p> <ul style="list-style-type: none"> - all DWD and WDO staff in project districts have received training in accordance with their professional development plans with involvement of MOWCSW staff. - gender responsive MIS is strengthened within DWD. - all district-level line agency staff and DDC members in Project districts have received training - 90% of elected/nominated women officials in Project districts have received training in accordance with the audit recommendations. - 90% of DDC and VDC members in Project districts have received training on women's and gender issues <p>Gender equity subcommittees established in DDC of each Project district</p> <p>Gender audit is conducted in each Project district, including training needs assessment</p> <p>DWD and WDO offices in Project districts have been refurbished and equipped with basic office furnishings, computer and training equipment</p>	<p>Audit report</p> <p>Professional development plans</p> <p>Training materials/manuals</p> <p>Project monitoring records on training sessions and attendance</p> <p>MOWCSW , DWD, and DDC records</p> <p>M&E framework document</p> <p>MIS manual</p> <p>District gender audit reports</p>	<p>Audit recommendations are supported by MOWCSW and other line agencies.</p> <p>DWD and WDO staff are motivated to improve skills and have adequate resources and other support to use new skills.</p> <p>M&E unit is appropriately staffed and given adequate resources</p> <p>M&E unit coordinates effectively with line agencies and other gender equality stakeholders.</p> <p>Sufficient resources are allocated for M&E activities at district level.</p> <p>MIS is appropriately adapted to country and district conditions.</p> <p>DDC members support the gender equity subcommittee.</p> <p>District gender audits take appropriate account of local capacity and ethnicity/caste issues.</p> <p>Audit recommendations are accepted by DDC members.</p> <p>Training modules are relevant and locally appropriate, and training sessions are conveniently scheduled.</p> <p>Security prevails in project districts.</p> <p>MOWCSW and line agencies are responsive to community-level gender issues, especially concerns of low-caste and ethnic minority women.</p> <p>DDC and VDC members are responsive to concerns of local women, especially from low castes and ethnic minorities.</p>

Design Summary	Performance Indicators/Targets	Monitoring Mechanisms	Assumptions and Risks
Inputs	(in US\$)		
A. Vehicles and Equipment	184,800		
B. Civil Works	694,596		
C. Community works and materials	2,643,893		
D. Consultancy Services	833,000		
E. Recurrent Expenditure	2,668,506		
F. Revolving Fund	798,686		
G. Unallocated	700,000		
H. Service Charge	1,253,240		
TOTAL	223,279		
	10,000,000		

ADR = alternative dispute resolution, DDC = district development committee, DWD = Department of Women Development, ME = microenterprise. M&E = monitoring and evaluation, MFI = microfinance institution, MIS = management information system, MCPW = Microcredit Project for Women, MOWCSW = Ministry of Women, Children and Social Welfare, NGO = nongovernment organization, O&M = operations and maintenance, SCC = savings and credit cooperative society, WG = women's groups, VDC = village development committee, WDO = women development section.



I. PROJECT DESCRIPTION

A. Introduction

1. This Project Administration Memorandum (PAM) was prepared by the Asian Development Bank (ADB) in consultation with the Executing Agency to assist the Government in the implementation of the Gender Equality and Empowerment of Women Project, for which ADB's Board of Directors approved a Loan of SDR6.636 million. This PAM is based on:

- i. The Loan Agreement signed by the Government and ADB on 9 June 2006.
- ii. The Report and Recommendation of the President to the Board of Directors on a proposed loan to Nepal for the Gender Equality and Empowerment of Women Project dated 25 November 2004.
- iii. ADB's relevant guidelines.

2. In case the provisions in this PAM differ from those of the above-mentioned documents, the provision in the Loan Agreement and ADB's guidelines will prevail over the PAM. A list of ADB documents relevant to Project Administration is in **Appendix 1**.

B. Project Area and Location

3. The project area (map) covers two clusters for a total of 15 districts: 8 in the Midwestern and Far Western regions (the Western cluster) and 7 in the Central Region (the Central cluster). These districts represent the poorest and most disadvantaged areas of Nepal, where gender discrimination is pervasive and deep.¹ The Project provides follow-up institutional strengthening support to women's savings and credit groups formed under the Microcredit Project for Women (MCPW) in 12 districts and 5 towns in the Midwestern, Central, and Eastern regions.

Districts Covered by the Project	
Western Cluster	Central Cluster
➤ Achham	➤ Bara
➤ Baitadi	➤ Dhanusha
➤ Bajhang	➤ Sarlahi
➤ Bajura	➤ Sindhuli
➤ Doti	➤ Rautahat
➤ Jumla	➤ Ramechhap
➤ Kalikot	➤ Mahottari
➤ Mugu	

4. Within each district, the project area will include:

- 5 VDCs in Western cluster
- 6 VDC in Central cluster

to be selected by the central project management team (CPMT) and district project teams (DPTs) based on the result of poverty and social of the project area.

¹ The selection criteria for these districts are (i) poverty and women's empowerment indicators from International Centre for Integrated Mountain Development and other indicators (such as gender empowerment measure; gender development index; % of *dalit* population; primary school girl boy ratio; female literacy) from the Nepal Human Development Report, 1998.

C. Objectives and Scope

5. The goal of the Project is to reduce poverty in the project area by empowering poor rural women and members of other disadvantaged groups, such as ethnic and low-caste women.² The objective is to improve the socioeconomic conditions of poor rural women through a process of economic, social, legal, and political empowerment by (i) strengthening their individual capabilities to improve their access to and control over assets, (ii) building group support for individual and collective action to influence and hold institutions accountable, and (iii) reforming Government institutions and processes to become gender-responsive and include previously marginalized women in development opportunities.

D. Project Components

6. The Project has four components that are mutually supportive to promote a virtuous circle of socioeconomic improvement among poor rural women. The components and activities for each component are:

Component 1: Economic Empowerment Component. The objective of this component is to increase income, assets, and employment opportunities for poor rural women through improved business knowledge and entrepreneurial skills, and reliable access to needed financial resources, through the following activities:

1. Programs for promoting income generation of self-employed women:
 - DPTs and Service Providers (SPs)³ and/or women's groups (WGs) to develop sustainable women-led micro-enterprises: (i) carry out needs and comparative advantages assessment; (ii) provide managerial and technical skills training; (iii) facilitate access to credit; (iv) provide marketing information; (v) disseminate appropriate technology; and (vi) provide technical support;
2. DPTs, SPs and/or WGs - Programs for promoting income generation of female wage laborers
 - Provide skills training to female wage laborers;
 - Raise awareness on issues linked to improved opportunities and conditions for female wage laborers who desire to migrate;
 - Provide improved manual tools and agricultural implements to female agricultural workers; and
 - Provide priority employment to poor women under Project programs.
3. CPMT, DPTs and/or SPs - Programs for promoting linkages to microfinance
 - Assist the formation of WGs comprising 5-10 women, the improvement of their savings⁴ and lending practices, and their development into well-managed and member-controlled savings and credit cooperative society (SCCs)⁵;
 - Promote intralending of savings among group members to fulfill the group members' credit needs for productive, social, or consumption purposes;

² Poor rural women in the text will always include ethnic and low-caste women.

³ SPs include NGOs, community-based organizations (CBOs), individual consultants, private sector stakeholders, line agencies, user groups, training institutes.

⁴ Savings are prerequisite for any woman to be a member of any group. Savings rates will be fixed by each group.

⁵ SCCs are legal entities registered as cooperatives under the Cooperative Act of 1992. The licensed SCCs are those that have obtained approval from Nepal Rastra Bank to extend financial services to members and nonmembers.

- Provide funds to match internally generated savings for the SCCs in the hills and mountains districts;
- Support activities to continue building the institutional and service delivery capacity of the around 82 women's SCCs and 6,500 WGs that were formed under the MCPW;
- Finance training of the SCC members in various areas of institutional and financial product development to ensure sustainability and to strengthen internal control, promote business linkages with wholesale microfinance providers to increase the scale of lending and meet SCCs members' demand;
- Organize exchange visits and build linkages between WG and SCCs; and
- Link WGs and SCCs with other development Programs.

Component 2: Legal Empowerment. This component will (i) increase the knowledge and awareness of poor rural women and other stakeholders about their legal and administrative rights and obligations, and (ii) build an enabling environment to implement and enforce those rights (**Appendix 2**).

1. Legal awareness raising and education

- Prepare and implement a large-scale, multi-faceted awareness raising and knowledge dissemination campaign on issues such as non-discrimination based on gender, caste, and ethnicity; civil rights; domestic violence and sexual offences; polygamy and child marriage; birth, citizenship and marriage certificates; property, inheritance and water rights; safe migration and trafficking; labor standards and debt bondage; and other relevant matters that may be identified during project implementation. CPMT will engage (i) a specialized national service provider (SP) with relevant experience to develop materials for, organize and implement the awareness campaign. The materials will be developed in modules that will be selected and implemented in each district, depending on its particular needs and problems, by the local partners of the national SP. The campaign will include (i) the translation of relevant legislation, regulations, and orders into local languages; (ii) media campaigns, including print media and popular entertainment; and (iii) community-based training of both men and women; it will pay particular attention to raising awareness with the youth and relevant Government officials; and
- Assist the law faculty of the Tribhuvan University in preparing a specialized course and syllabus on rights of women and other vulnerable groups for inclusion in their Bachelor of Law Program. Assist in preparing materials on rights and issues related to gender and vulnerable groups for inclusion in school curricula for secondary schools and above. CPMT will engage a domestic consultant to help Thribhuvan University prepare the course and syllabus and Ministry of Education and Sport (MOES) revise the curricula.

2. Creating an enabling legal and administrative environment

- CPMT and SPs carry out training of judges, prosecutors, court personnel and police on rights of women and other vulnerable groups, and gender-sensitive ways of dealing with female victims;
- CPMT and SPs provide district courts, district development committees (DDCs) and village development committees (VDCs) with legal reference materials and access to court decisions, where possible on-line;
- DPT and SPs establish alternative dispute resolution mechanisms (ADR) for both households and communities, building on existing local and traditional mechanisms;
- DPT and SPs train mediators and paralegals; and;

- DPT to hire one female lawyer per district to: (i) provide legal aid for access to the district court; (ii) provide legal advice and support to the community mediators, paralegals and women development offices (WDOs); (iii) facilitate the interaction and the exchange of information between communities, WGs, local chapters of the Nepal Bar Association, and the paralegal committees where they exist; (iv) assist eligible women to obtain birth, citizenship, and marriage certificates, including through mobile government units at district level.

Component 3: Social Empowerment. This component will (i) enhance social processes at the community level, and (ii) improve household technology and community infrastructure, so as to increase available time and give more opportunities for poor rural women to pursue both personal and community development. Their preparation will enable them to participate more in other project activities, and ultimately lead to comprehensive empowerment of women. To achieve institutional and financial sustainability of the Project, the beneficiaries of this component will be required to (i) select the schemes, (ii) make up to 35% contribution of the capital costs by providing local materials and labor,⁶ and (iii) take full responsibility for operation and maintenance (O&M) costs. The selection criteria for appropriate household technology and small rural infrastructure identification will include: (i) time-saving benefit for women, (ii) technical viability, (iii) environmental soundness, (iv) local community contributions, (v) economic viability and affordability, and (vi) sustainability in terms of operations and maintenance.

1. Enhancing social processes at community level

- Provide (i) community-based literacy courses, and (ii) group-based activities to strengthen group cohesion by integrating the learning into ongoing programs and taking cross-sectoral approach to literacy. CPMT will engage a national SP specializing in community literacy and tailor-made courses. The contracted SP will identify, train, and guide local nongovernmental organizations (NGOs), WDO, and DDC staff as appropriate and other potential multipliers at the district level to develop and conduct literacy training in the communities, in coordination with MOES, its nonformal education functional literacy programs, and its district education officers.⁷ DPT and representatives from the communities will assist in field-testing courses and teaching material to ensure they are appropriate for the ethnic groups and occupational castes present in the area.
- DPTs and SPs support the establishment of multipurpose women's centers, owned and run by WGs at VDC or community level and equipped with small libraries to provide women an adequate venue in which to meet for social activities and training courses;
- CPMT and DPTs will (i) involve male community members and leaders to support the empowerment of women process; (ii) organize exposure tours for women and men to other parts of the country where gender and caste restrictions are lesser; (iii) organize visits to district headquarters for discussions with local bodies officials; organize meetings among WGs on common areas of interests and (iv) support institutionalizing women's federations;

⁶ For poor communities in remote inaccessible areas, the minimum contribution will be reduced to 10% as set out in the Government Policy on Community Contribution, 2002.

⁷ Terms of reference (TOR) are in **Appendix 3**.

2. The household technology fund⁸
 - DPTs support a demand-driven fund to provide timesaving household technologies, such as improved cooking stoves, storage facilities, biogas plants, and other devices;
 - DPTs support district and village exhibitions, fairs, and promotions to disseminate information on existing appropriate, women-friendly, timesaving household technologies;
 - DPTs and SPs training of local promoters, such as artisans from the occupational castes and technicians, who will then train interested women in the communities. The promoters will (i) disseminate knowledge of technologies; (ii) assist in the installation; and (iii) explain optimal use, including O&M; and (iv) provide hygiene education, when appropriate.
3. The community infrastructure fund⁹
 - DPTs support a demand-driven fund for community-based social infrastructure that will serve to reduce time and energy expended by poor and disadvantaged women on menial tasks such as (i) the construction and rehabilitation by community groups of small water supply and sanitation schemes (WSSS);¹⁰ (ii) the construction of household latrines; (iii) the rehabilitation of foot and animal trails to improve access to existing rural access roads, markets, and social services; and (iv) other activities requested by the communities and that meet the selection criteria.¹¹ DPTs to involve WG and disadvantaged group in the planning; engage the services of SPs to implement the subprojects with the involvement of men and women;
 - The SPs will work closely with the selected communities during the development phase to: (i) establish the relevant user groups and prepare community action plans; (ii) provide training and offer options to the user groups; (iii) select the most appropriate technology from various technical options; and (iv) complete detailed designs, bill of quantities, and procurement.
 - SPs carry out awareness programs in hygiene, health, and sanitation practices for communities opting for WSSS. SPs to provide support on widening, grading, providing cross-drainage and maintaining the improved trail to ensure its sustainability for communities opting to improve trails.

Component 4: Institutional Strengthening and Project Management. The Project will assist the Department of Women and Development (DWD) and WDO to (i) fully take on the new roles and responsibilities as facilitators for women and gender equality (GE) issues; and (ii) continue linking autonomous WGs, formed previously and under the Project, at national and district levels, through the following activities.

1. SPs - Strengthening gender mainstreaming mechanism of DWD/WDO
 - Carry out training for DWD and WDO staff on various issues, such as (i) decentralized planning process; (ii) gender budgeting; (iii) outsourcing of project

⁸ The Community Infrastructure Implementation Procedures are in **Appendix 4**.

⁹ The Community Infrastructure Implementation Procedures are in **Appendix 4**.

¹⁰ The Project will follow the established criteria and processes of the ADB-funded Community-Based Water Supply and Sanitation Sector Project, for \$24 million, Loan 2008, approved in September 2003. Under TA 4767, Capacity Building for Gender Equality and Empowerment of Women, the TA consultant with expertise in water supply and sanitation will assist DWD to elaborate the detail implementation arrangements for water supply and sanitation, following a community-based approach. This will be incorporated in the PAM as soon as ready.

¹¹ To avoid duplication and overlapping, the Project will coordinate with the ADB-funded Decentralized Rural Infrastructure and Livelihood Project, for \$40 million, Loan 2092, approved in September 2004.

activities and selection of SPs; and (iv) managing, monitoring, and evaluating contracts, as identified by TA No. 4767-NEP: Capacity Building for Gender Equality and Empowerment of Women;

- Support revision of the existing DWD working manuals;
- Training of WDO staff and Ministry of Women, Children and Social Welfare (MOWCSW) staff at the national level on (i) the structure and policy-making process of government, (ii) preparing messages and information about priority issues for women at the community level that will be relevant to national agencies, and (iii) identifying national policies and implementation gaps to be addressed;
- Establish the Gender Stakeholders Group (GSG)¹², to provide a common platform for advocacy and implementation activities. Its main mandate will include (i) coordination of reforms related to discrimination based on gender, low caste, and ethnic minorities particularly as it affects women, (ii) coordination of GE programs supported by external funds and the Government, to avoid overlapping and repetitions; (iii) planning complimentary GE programs; and (iv) giving recommendations on GE to the appropriate institutions.¹³
- Support training of WDO staff on qualitative and process monitoring mechanisms to develop indicators for different types of programming;
- Development of a participatory and gender-sensitive project performance monitoring system (PPMS) in cooperation with WDO staff and at district and community levels;
- Support the strengthening of a responsive management information system (MIS) unit within DWD to ensure that outcomes can be tracked and trends identified for advocacy purposes.

2. Strengthening gender mainstreaming mechanisms of local bodies

- CPMT, DPTs and SPs support a gender audit of district line agencies to (i) determine the capacity building needed to improve their gender responsiveness, and (ii) identify existing gender mainstreaming mechanisms at community level to build on them. CPMT will consolidate the results of the gender audits for all districts for advocacy purpose;
- DPTs establish gender subcommittees, under section 190 of the Local Self-Governance Act (LSGA), to provide technical inputs and review plans as they are incorporated into the district development plans (DDPs) and promote local cooperation on gender planning among stakeholders;
- CPMT, DPTs and SPs support intensive training and other needs-based capacity building activities for (i) government officials as well as elected and nominated representatives in local bodies on their roles and duties to better implement existing legislation and to enhance the accountability of local bodies, with a specific focus on women's issues; (ii) nominees from WGs at community level as well as ward and VDC-level female elected and nominated representatives¹⁴ on the decentralized planning process and cycle, and on gender budgeting and tracking; and (iii) elected and nominated women officials and other key stakeholders at the local level, on policy advocacy, communication skills, and government functions.

¹² Members of the GSG, chaired by DG of DWD, will include at least representatives of MOWCSW, DWD, NWC, NDC, the Feminist Dalit Organization, the Donors' Gender Forum as well as civil society groups and NGOs with a strong focus on gender issues.

¹³ Detailed TOR of the GSG will be developed by the consultant, institutional development expert.

¹⁴ If there is no female representative, the WGs can nominate a male ward/VDC representative to attend the training.

3. Project Management

- Finance the motorcycles, equipment, and part of the incremental recurrent cost of the CPMT and DPTs;
- At the district level, provide a basic office infrastructure package (office renovation, computer, printer, basic office furnishings, and training accessories) for the WDOs in the core districts;
- Provide consulting services to support project management and institutional strengthening (organizational audit, monitoring & evaluation (M&E), and gender development);
- TA 4767-NEP: Capacity Building for Gender Equality and Empowerment of Women is linked to the loan. The TA will assist DWD as Executing Agency of the Project, in building new and strengthening existing capacities and skills to ensure that the needs of GEEOW beneficiaries are met and to monitor that results have been achieved, through training for the CPMT and DPT of the GEEOW Project. The TA will have two components: (i) institutional audit, and (ii) training. (**Appendix 5**)

E. Special Features

7. **Project Beneficiaries.** The project beneficiaries are poor rural women who have not benefited from past development programs. All activities focus on poor ethnic and low-caste groups to ensure that benefits will accrue more readily to these disadvantaged groups. The Project will work with existing groups as well as with newly formed groups to allow the historically excluded women to participate in the Project. Because of the geographical targeting and the selection criteria for VDCs and communities (**Appendix 6**), the Project will disproportionately benefit the poorest rural women.

8. **Cross-Sectoral, Demand-Driven, and Process Approach.** As the causes of disempowerment of women are interwoven to such a degree that one cannot be tackled in isolation from the others, a comprehensive and cross-sectoral approach is crucial if gender discrimination is to be eliminated. The links across the different types of empowerment, and thus the project components and activities aim at enforcing and supporting each other. The Project will use demand-driven processes, facilitated by WDO staff through their social mobilization techniques, to enable the targeted women to determine their own strategies for real and sustainable socioeconomic empowerment.

9. **Sustainability of the Project.** The Project supports the Government's decentralization strategy by focusing project implementation at the district level and by channeling the project funds through the District Development Fund (DDF) mechanism. WDO will become an integral part of the DDC to act as facilitators for GE and empowerment of WGs. The Project avoids creating new institutions, making maximum use of the existing ones, both public and private. SPs and local bodies will implement activities under the coordinated guidance of DDCs and WDO. The Project will assist DWD in building new and strengthening existing capacities and skills to ensure that the services are delivered to poor rural women. The Project will utilize successful existing models of development and appropriate existing manuals and materials.

10. **Role of Service Providers in Implementation.** Activities will be implemented in partnership with service delivery organizations and local government bodies. Under the coordinated guidance of DDCs and WDO, existing public and private sector district-level organizations will deliver the needed services to poor rural women. Local government bodies,

NGOs, community-based organizations (CBOs), cooperatives, and private sector organizations will be important partners in the implementation of the Project activities. In particular, extensive NGO contracts will be required to assist the WDO and communities to support project implementation. The services of National and International NGOs will be contracted by CPMT and those of local NGOs will be contracted by DPT/WDO. To the extent possible NGOs prequalified according to criteria agreed upon between the Government and ADB (see **Appendix 7**) will be contracted on the basis of competitive bidding procedures. In instances where the number of qualified NGOs is limited, single source selection may be applied with the prior approval of ADB.

II. COST ESTIMATES AND FINANCING PLAN

A. Detailed Cost Estimates

11. The estimated cost of the Project is \$15.5 million equivalent, inclusive of physical and price contingencies, taxes and duties, and interest charge during implementation. The foreign exchange cost is estimated at \$1.3 million (about 8% of the total cost). The local currency cost is estimated at \$14.2 million equivalent (about 92% of the total cost). The high local currency costs to be financed by the ADB loan follow from the nature of the project activities. ADB financial support is justified given the high number of micro beneficiaries and the core poverty intervention character. The project cost estimates are summarized in Table 1. **Appendix 8** gives the summary costs estimates and the detailed cost estimates.

Table 1: Cost Estimates
(\$ million)

Project Component	Foreign Exchange	Local Currency	Total Cost
Economic Empowerment	0.0	2.6	2.6
Legal Empowerment	0.0	0.8	0.8
Social Empowerment	0.4	7.1	7.5
Institutional Strengthening and Project Management	0.6	1.4	2.0
Base Cost	1.0	11.9	12.9
Physical Contingency	0.1	0.6	0.7
Price Contingency	0.0	1.7	1.7
Interest during Implementation	0.2	0.0	0.2
Total	1.3	14.2	15.5

Source: RRP.

B. Financing Plan

12. The Government has requested a loan of \$10 million from ADB's Special Funds resources to help finance about 64.5% of the project cost. The loan will fund \$1.3 million (100%) of the foreign exchange cost and \$8.7 million (61%) equivalent of the local currency cost. The Government will provide \$3.4 million equivalent (21.9% of the project cost) and the beneficiary households and communities will contribute \$2.1 million equivalent (13.6%, of the project cost) through their labor and cash inputs. ADB will cover a portion of the costs relating to civil works and materials, office equipment, consulting services, SPs contracts, and staff salaries, but will not finance procurement of vehicles (excluding motorcycles), rental of office space, and taxes

and duties. The Financial Controller General Office will disburse the funds to the DDCs through the DDF as grant through budgetary allocation.

13. The Borrower will be the Government of Nepal. The ADB loan will have a maturity of 32 years, including a grace period of 8 years. The loan will carry an interest of 1.0% per annum during the grace period and 1.5% per annum thereafter. Table 2 shows the financing plan.

Table 2: Financing Plan
(\$ million)

Source	Foreign Exchange	Local Currency	Total Cost	Percent
Asian Development Bank	1.3	8.7	10.0	64.5
Government	0.0	3.4	3.4	21.9
Beneficiaries	0.0	2.1	2.1	13.6
Total	1.3	14.2	15.5	100.0

Source: RRP

C. Use and Allocation of Loan Proceeds

14. The Government shall cause the proceeds of the Loan to be applied to the financing of expenditures on the Project in accordance with the provisions of the Loan Agreement dated 9 June 2006.

15. Table 3 sets forth the categories of goods, services and other items to be financed out of the ADB loan proceeds, and the allocation of amounts of the loan to each category. Except as the Bank may otherwise agree, the items of the Categories listed in the Table shall be financed out of the proceeds of the Loan on the basis of the percentages set forth in the Table.

16. The amount allocated to Category 8 is for financing interest charge on the Loan during the implementation period of the Project. ADB shall be entitled to withdraw from the Loan Account and pay to itself, on behalf of the Government, the amounts required to meet payments, when due, of such interest charge.

17. Except as ADB may otherwise agree, the Government shall cause all goods and services financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project. No withdrawals from the Loan Account shall be made in respect of any local taxes.

18. Loan proceeds up to the amount equivalent to SDR 5,773,122 may be withdrawn from the loan account in foreign currency for the purposes of financing local expenditure.

**Table 3: Allocation and Withdrawal of Loan Proceeds
(SDR)**

Category		Allocation	Percentage of ADB Financing	
Number	Item		Percentage	Basis for Withdrawal
1	Civil Works	461,000	70	percent of total expenditure (8% for foreign and 62% for local)
2	Vehicles and Equipment	123,000	100	percent of foreign expenditure
			50	percent of local expenditure
3	Community Works and Materials	1,754,000	100	percent of foreign expenditure
			50	percent of local expenditure
4	Contracts with SPs	1,771,000	100	percent of foreign expenditure
			70	percent of local expenditure
5	Consulting Services	553,000	100	percent of foreign expenditure
			100	percent of local expenditure*
6	Recurrent Expenditure	530,000	100	percent of foreign expenditure
			50	percent of local expenditure
7	Matching Funds	464,000		(no foreign)
			90	percent of local expenditure
8	Interest Charge	149,000	100	percent of amounts due
9	Unallocated	831,000		
	Total	6,636,000		

* Exclusive of local taxes

III. IMPLEMENTATION ARRANGEMENTS

A. Executing Agency

19. As Executing Agency, DWD of the MOWCSW will be responsible for overall project management, implementation, and coordination of activities to meet the overall goal and objectives of the Project.

B. Project Management

20. Given DWD's organizational structure and staff at both the central and district levels (**Appendix 9**) and its experience in implementing projects through its own WDO, the project management structures, responsibilities, and activities will be integrated with DWD's regular administrative set up, responsibilities and activities. The director general of DWD will serve as the project director and will assign the day-to-day project management to the CPMT headed by a project manager. The CPMT, located in Kathmandu, will include the project manager, a DWD director, and the following DWD staff:

- two monitoring officers;
- two training officers;

- a planning officer;
- an account officer; and
- adequate support staff.

All staff, including the project manager, will be assigned to the Project on a full-time basis. At least 50% of the CPMT staff should be women. The CPMT will be responsible for:

- (i) consolidating annual project work plans in consultation with WDO staff;
- (ii) contracting out and supervising project activities to be carried out at the central level;
- (iii) monitoring the performance of DPTs;
- (iv) monitoring and evaluating project activities, outputs, and expected impacts;
- (v) ensuring project linkages with programs of other line agencies as well as with other development projects;
- (vi) consolidating progress reports and project accounts, in consultation with relevant WDO staff and SPs;
- (vii) supervising consultants; and
- (viii) liaising with ADB.

21. A central implementation coordination committee (CICC) chaired by the secretary of MOWCSW will be established and will meet as necessary, but not less than twice a year, to:

- (i) oversee overall project implementation and review progress;
- (ii) provide overall policy guidance; and
- (iii) undertake necessary interministerial and interagency coordination.

The CICC will comprise of the following with the project manager acting as a member secretary:

- the director general of DWD
- representatives from the
 - ✓ National Planning Commission
 - ✓ Ministry of Finance (MOF)
 - ✓ Ministry of Local Development
 - ✓ Ministry of Planning and Physical Work
 - ✓ MOES
 - ✓ Ministry of Law, Justice and Parliamentary Affairs
 - ✓ Ministry of Agriculture and Cooperatives
 - ✓ National Women's Commission (NWC)
 - ✓ National Dalit Commission (NDC)
 - ✓ the National Foundation for Development of Indigenous Nationalities
 - ✓ Central Unit of the Women and Children Service Centers
 - ✓ Nepal Bar Association
 - ✓ the special rapporteur on trafficking in the Human Rights Commission
 - ✓ NGO Federation Nepal
 - ✓ Feminist Dalit Organization
 - ✓ Dalit NGO Federation
 - ✓ two women development officers (WDOs) from each cluster and
 - ✓ others as deemed necessary

22. To deliver project services effectively to 15 districts, project management will be institutionalized by delegating responsibilities to the WDO in each district. A DPT, headed by the WDO, will be established within WDO in each project district and will be staffed with at least the following:

- one supervisor;
- one accountant;
- six women development assistants (WDAs);
- one monitoring and evaluation officer;
- one lawyer; and
- adequate support staff

23. To improve the targeting of low-caste women, dalits will be encouraged to apply for the WDA positions and will be given priority in selection. Each DPT will implement project activities in the respective districts, including:

- (i) selecting VDCs and communities;
- (ii) mobilizing groups;¹⁵
- (iii) selecting and contracting SPs for implementing district activities;
- (iv) establishing links between the target groups and the line agencies and SPs the implementing agencies;;
- (v) monitoring that all programs are conducted as required;
- (vi) regularly updating villagers of ongoing activities and disseminating information through appropriate means;
- (vii) preparing district level project plans, for inclusion in the DDC programs, as well as annual budgets and disbursement requests based on approved DDC programs, based on the requests from the target groups;
- (viii) supervising, monitoring, and evaluating all district activities, including those outsourced;
- (ix) maintaining project accounts and preparing timely financial reports for submission to CPMT through the district implementation coordination committee (DICC); and
- (x) preparing monthly progress reports for submission to CPMT through the DICC.

24. A DICC chaired by the DDC head will be formed in each project district and will comprise of the following with the WDO serving as member secretary:

- the local development officer
- representative from the district administration office
- chair of the VDC association
- representatives from relevant district line agencies
- a representative from the NGO federation
- a representative from the Dalit Network
- other development partners working in the district, if any

¹⁵ The current group mobilization process of WDO consists of three activities: (i) group formation; (ii) savings mobilization; (iii) basic training on group development, and saving and credit management.

The DICC will meet as necessary, but not less than once a month, to:

- (i) facilitate and coordinate technical support from the various district line agencies;
- (ii) review district project plans prepared by the DPT and forward them to the DDC for incorporation into DDC programs;
- (iii) review and confirm the selection by DPTs of VDCs and communities for project interventions;
- (iv) review and endorse the selection and contracting of SPs by DPTs; and
- (v) review and endorse financial and progress reports to be submitted by the DPTs to the CPMT.

25. The implementation framework is shown in **Appendix 10**. Under the LSGA, planning decisions are made at the VDC level and then consolidated into DDPs approved by DDC that will gradually become accountable to people for delivering programs. WDO, on behalf of MOWCSW, will make sure that the subprojects requested by mobilized WGs will be duly incorporated into the annual planning cycle and DDPs.

26. Once the loan is declared effective, the following actions for effective start-up of the project will be implemented:

Action	By When:
CPMT carry out national kick-off workshop	1 month
Procurement plan	14 days
Establishment of DICC in each district	1 month
CPMT to conduct base line survey	4 months
Establishment of Gender Stakeholders Group	4 months
DPT to establish PPMS in WDOs	6 months
CPMT to consolidate output for MIS	
CPMT and DPTs to carry-out poverty and social mapping of project area – identification of VDC	4 months

27. The CPMT will carry out all annual “lessons learned workshop”, in conjunction with the CICC, to share lessons learned from implementation by the WDO from all project districts.

IV. IMPLEMENTATION SCHEDULE

28. The Project will be implemented over 5 years: 2007-2011. Initial activities will include the recruitment of consultants for the CPMT and the organizational audit of DWD.

Item	Year 1				Year 2				Year 3				Year 4				Year 5			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
A. Economic Empowerment																				
1. Increased women-led viable microenterprises																				
2. Improved opportunities and conditions for female wage laborers																				
3. Increased access to microfinance for women's groups, including SCCs and informal groups formed under MPCW																				
B. Legal Empowerment																				
1. Increased knowledge and awareness of poor rural women and of society at large																				
2. Strengthened legal and administrative environment																				
C. Social Empowerment																				
1. Enhanced Social Processes at community level																				
2. Improved household technology																				
3. Improved community infrastructure																				
D. Institutional Strengthening on Gender Mainstreaming																				
1. Strengthened gender mainstreaming mechanisms of DWD and WDO																				
2. Strengthened gender mainstreaming mechanisms of local bodies																				
3. Upgraded DWD and WD) facilities																				

V. CONSULTANT RECRUITMENT

29. A total of 172 person-months of consulting services (22 international and 150 domestic) will be needed and the selection, engagement and services of the consultants shall be subject to the provisions of Schedule 5 of the Loan Agreement, and ADB's *Guidelines on the Use of Consultants by the Asian Development Bank and its Borrowers*, as amended from time to time.

30. The consultants shall be selected and engaged as a firm by the CPMT in DWD using the quality and cost-based selection method in accordance with the procedures stated below. The internationally-recruited consultants to be selected are to collaborate with domestic consultants. The specific arrangements relating to the collaboration shall be included in the proposals to be submitted to ADB.

- (i) Invitation for technical and financial proposal. The invitation to submit technical and financial proposals [Request for Proposal (RFP)] and all related documents shall be approved by ADB before they are issued. For this purpose, 3 copies of the draft RFP, the names of consultants to be shortlisted, the proposed criteria for evaluation of both proposals, a draft consultancy contract, and other related documents shall be submitted to ADB. A period of at least 45 days shall be allowed for submission of both proposals. A copy of the final RFP as issued, together with related documents shall be furnished to ADB for information promptly after issuance. The validity period for the technical and financial proposals as provided in the RFP shall usually not exceed 3 months from the date specified for submission of the technical and financial proposals. The approval of ADB shall be obtained for any request to extend such validity period. Except as ADB may otherwise agree, the validity period, including any extensions, shall not exceed a maximum total period of 6 months. If the contract is not signed within the validity period in accordance with the Guidelines on the Use of Consultants, the selection shall be invalid and the selection and engagement process as provided in this paragraph shall be followed again.
- (ii) Evaluation and scoring of technical proposals. Immediately after the technical proposals have been evaluated and scored, approval of ADB shall be obtained to the evaluation and scoring of the technical proposals. For this purpose, ADB shall be furnished with 3 copies of the technical proposals.
- (iii) Public opening of financial proposals. The financial proposals of the firms whose technical proposals meet the minimum qualifying technical score shall be opened publicly after adequate notice is given to such firms or their representatives to attend the opening of the financial proposals.
- (iv) Evaluation and scoring of financial proposals and ranking of technical and financial proposals. After the financial proposals have been evaluated and scored, the ranking of the technical and financial proposals shall be made. Before negotiations are started with the first-ranked consultants, approval of ADB shall be obtained to the evaluation and scoring of the financial proposals and the ranking of the technical and financial proposals. For this purpose, ADB shall be provided with 3 copies of (i) the evaluation and scoring of the financial proposals and (ii) the ranking of the technical and financial proposals.
- (v) Execution of contract. After conclusion of negotiations but before signing of the contract, the Bank shall be furnished with the contract as negotiated for approval. Promptly after the contract is signed, ADB shall be furnished with 3 copies of the signed contract. If any substantial amendment of the contract is proposed after its execution, the proposed changes shall be submitted to ADB for prior approval.

31. Implementation will require extensive SPs' contracts. The SPs will be contracted (i) at national level by the CPMT and at local level by DPT, and (ii) through competitive bidding procedures for those that meet the criteria agreed upon by the Government and ADB.¹⁶

¹⁶ When the number of qualified SPs is limited, direct selection may be applied with the prior approval of ADB.

32. **Appendix 11** provides the Project's consulting services requirements, indicative terms of reference, and sample report formats for submission to ADB. An outline of procedures in selecting consultants is provided in ADB's Handbook for Users of Consulting Services which could be downloaded from ADB's website at <http://www.adb.org/Consulting/ucsvol4.pdf>.

33. **Individual Consultants.** During project implementation, upon assessment of CPMT and DPTs for the need of individual consultants, prior approval from ADB is required for engagement of individual consultants. The procedures to be followed in recruiting individual consultants are summarized below.

- EA to prepare a shortlist of at least 3 qualified candidates (no more than 1 candidate from any ADB member country)
- EA to rank the candidates, based on pre-defined evaluation criteria, and draft the contract to be used in the engagement
- Submit to ADB for approval of the names and qualifications of candidates, in accordance with the ranking, and the draft contract
- After ADB approval, EA to negotiate with the first-ranked candidate; If the negotiations fail, obtain ADB's approval to negotiate with the next-ranked candidate until agreement is reached
- EA to submit a copy of the draft negotiated contract for ADB approval;
- After ADB approval, EA concludes the negotiations, signs the contract, and submits a copy of the contract to ADB for its records.

34. The single source selection (SSS) method of selecting individual consultants can be used, but only in exceptional cases. This method, in fact, does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, single-source selection shall be used only when there is a strong justification and ADB has to give prior approval (see details on Section 2.29 of the Guidelines on the Use of Consultants).

35. **Contracts with NGOs, CBOs and User Groups.** The consultants' qualifications selection (CQS) is a simpler method to be used for NGO assignments expected to cost less than \$200,000. See details on Section 2.28 of the Guidelines on the Use of Consultants and **Appendix 12** for a sample of lump-sum contract with NGOs. The lump sum contract can be used to engage service providers, in general. When CQS is used to recruit national and local NGOs, the expression of interest (EOI) may require additional information including letters of reference from previous clients commenting on the NGO's performance, and any evidence of certification, accreditation or commitment to codes of conduct.

36. If insufficient qualified NGOs are available, the EA may short list only 3 NGOs. If 3 NGOs are not available, EA may use SSS in exceptional cases to select the NGO, regardless of the assignment budgets. This could be appropriate when the EA recruit local NGOs for assignments that require expertise in local issues, community needs assessments, provision of services at the grass-roots level and/or participatory approaches, that require unique qualifications.

37. CPMT will prepare a list of NGOs, based on the selection criteria in Appendix 7, which could be recruited for the project, and submit to ADB for approval. After ADB approval, the list will constitute the pool of NGOs eligible to implement subproject under the project.

VI. PROCUREMENT

38. All goods, services (excluding consulting services), and civil works financed by ADB under the Project will be procured in accordance with Schedule 4 of the Loan Agreement and ADB's *Procurement Guidelines*, as amended from time to time.

39. To minimize problems and delays in procurement, DWD will submit to ADB a procurement plan for goods, services (excluding consulting services) and civil works covering 18 months of procurement activity for ADB's approval within 14 days of loan effectiveness. The procurement plan shall be updated annually on the same basis for the duration of the project. The procurement plan should list the goods to be procured, the proposed grouping of these goods (taking into consideration item compatibility, time of need, supplier capability, likelihood of wider competition, and capability of CPMT to handle a number of contracts), the proposed number and scope of civil works contracts to be awarded, and the proposed method of procurement of such contracts. In preparing the procurement plan, DWD may use as a basis the indicative procurement packages shown below. A template to assist in preparing the procurement plan is shown in **Appendix 13**.

INDICATIVE CONTRACT PACKAGES

Element	Estimated Contracts (no.)	Implementing Agency	Mode of Procurement	Base Cost (\$'000)	Activities
Civil Works	160	DPMT	LCB	992,280	Construct multi-purpose women centers
Vehicles and Equipment	2	CPMT/DPMT	LCB	231,000	Procure vehicles and equipment for CPMT and equipment for DPMT
Community Works and Materials	76968	DPMT	DP/CP	5,287,785	Install improved cooking stove and biogas plants and construction of community-based water supplies schemes and trails and, and sanitation bridges

40. Each supply contract for equipment or materials estimated to cost the equivalent of more than \$500,000 shall be awarded on the basis of international competitive bidding (ICB) as described in Chapter II of the Procurement Guidelines. The flow chart in **Appendix 13** shows the main steps for procurement under ICB.

- (i) For contract to be awarded on the basis of ICB, there shall be submitted to ADB, as soon as possible, and in any event not later than 90 days before the issuance of the first invitation to bid for the Project, a General Procurement Notice (GPN) (which ADB will arrange to publish separately) in such form and detail and containing such information as ADB shall reasonably request. ADB shall be provided the necessary information to update such GPN annually as long as any goods remain to be procured on the basis of ICB.
- (ii) For contracts to be awarded on the basis of ICB, procurement actions shall be subject to review by ADB in accordance with procedures set forth in Appendix 1 of the Procurement Guidelines. Each draft invitation to bid, to be submitted to ADB for approval under such procedures, shall reach ADB at least 42 days before it is issued and shall contain such information as ADB shall reasonably request to enable ADB to arrange for the separate publication of such invitation.
- (iii) In accordance with Section 2.59 of the Procurement Guidelines, within two weeks of receiving ADB's "no objection" to the recommendation of contract award, the Government shall publish in an English language newspaper or well-known and freely accessible website the results identifying the bid and lot numbers, and the following information:
 - a. name of each bidder who submitted a bid;
 - b. bid prices as read out at bid opening;
 - c. name and evaluated prices of each bid that was evaluated;
 - d. name of bidders whose bids were rejected and the reasons for their rejection; and
 - e. name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- (iv) ADB's standard bidding documents (SBDs) for ICB must be used. Modifying or departing from the SBDs for project-specific conditions must be minimal and consistent with the Procurement Guidelines, subject to ADB approval, and introduced only through bid data sheets, and the special conditions of contract or conditions of particular application. The SBD could be downloaded from <http://adb.org/Procurement/prequalification-bid-documents.asp>

41. Each supply contract for equipment or materials estimated to cost the equivalent of \$500,000 or less (other than minor items) shall be awarded on the basis of limited international bidding¹⁷ as described in Chapter III, Section 3.2 of the Procurement Guidelines. **(Appendix 13)**

42. All civil works will be small and widely dispersed and as such are unlikely to be of interest to foreign contractors. The capacity of local contractors to carry out these works is adequate. All civil works contracts that cannot be executed by communities will be procured on the basis of national competitive bidding¹⁸ (NCB) among prequalified contractors in accordance with the Government's standard procurement procedures acceptable to ADB and Chapter III, Section 3.3 and 3.4 of the Procurement Guidelines. Prequalification, selection and engagement

¹⁷ International Shopping as indicated in the Loan Agreement, this is now Limited International Bidding as per "Procurement Guidelines, February 2007".

¹⁸ Local Competitive Bidding (LCB) as indicated in the Loan Agreement, this is now National Competitive Bidding as per "Procurement Guidelines, February 2007".

of contractors shall be subject to the approval of ADB. As soon as the bids received have been evaluated, the proposal for award of contract shall be submitted to ADB for approval. For this purpose, ADB shall be furnished with 3 copies of:

- (i) an account of the public opening of bids;
- (ii) a summary and evaluation of the bids;
- (iii) the proposal for award; and
- (iv) a draft contract or a draft letter of acceptance.

The results of the evaluation and award of contract shall also be published. Promptly after each contract is awarded, ADB shall be furnished with 3 copies of the contract as executed. The flow chart in **Appendix 13** shows the main steps for procurement under NCB.

43. Contracts awarded to community groups for small rural infrastructure will be procured in accordance with ADB's Community Participation in Procurement Guidelines as described in Chapter III, Section 3.17 of the Procurement Guidelines. See **Appendix 13** for more details on the Community-based Procurement. Single procurement packages by community groups will be limited to \$10,000.

44. Minor items of equipment and materials and off-the-shelf items estimated to cost in total the equivalent of less than \$50,000 may be procured through direct purchase. Prior to such procurement, a list of individual items to be procured, an estimate of their costs, an indication of potential sources of supply and any related documents shall be submitted to ADB for approval. After award, 3 copies of each contract for such items shall be furnished to ADB.

VII. DISBURSEMENT PROCEDURES

45. ADB's Loan Disbursement Handbook (the Handbook), as amended from time to time, provides detailed instructions in making withdrawals from the loan account. Advice of withdrawals and other loan disbursement information are available at ADB's Loan Financial Information System (LFIS) <https://lfis/home.asp>. CPMT could request access to the LFIS from this site, or by filling out and submitting to ADB a request form, a copy of which is in **Appendix 14**.

46. The Government will make the loan proceeds available to DWD and DWOs through budgetary allocations. To ensure timely disbursement, CPMT will, immediately after loan effectiveness, establish an imprest account in the name of the Project at Nepal Rastra Bank. Payments will be made to and from this account for eligible expenditure under the Project. Each DPT of the 15 Project districts will open one sub-account at a commercial bank acceptable to ADB. They will be the operating accounts managed by the WDOF and the DPT accountant for the eligible expenditure incurred by the 15 DPTs. Funds flowing from the imprest account to the sub-accounts will be routed through the DDFs, nonoperating accounts of the DDC. The accounts will be opened subject to the appointment of qualified accounting staff and the establishment of accounting systems and internal control that are acceptable to ADB.

47. The imprest account will be managed by CPMT and the subaccounts by the concerned DPT in accordance with the Handbook and detailed arrangements agreed upon by the Government and ADB. The initial combined total amount in all imprest accounts will not exceed 6 months of estimated expenditure, or 10% of the total amount, whichever is lesser.

48. **Using the imprest and sub-accounts.** The accounts are to be used to pay contractors, suppliers and others for ADB's share of eligible project expenditures incurred in local and foreign currency.

- **Liquidation/Replenishment.** As eligible expenditures are incurred and paid from the accounts, CPMT may request liquidation/replenishment of the accounts by submitting a withdrawal application duly supported by documents, together with the corresponding bank statement and reconciliation statement (see **Appendix 14**). Supporting documents for sub-accounts are to be retained by CPMT and be made available to ADB upon request.
- **Audit Arrangements.** Imprest accounts and sub-accounts must be audited regularly the independent and qualified auditors¹⁹ acceptable to ADB. The audit is carried out as part of the regular annual audit of the EA's accounts. A separate opinion is included in the annual audit report.
- **Recovery of Advances or Final Liquidation of the Account.** Advances are to be gradually reduced within one year before the loan closing date or when the undisbursed balance of the loan, including outstanding commitments, is equal to twice the amount of advance, whichever comes first. The form to be used is shown in **Appendix 14**.
- **Review by ADB Staff.** ADB reserves the right to conduct spot or random checks of expenditures covered by the imprest fund through special disbursement missions or project review missions.

49. ADB's statement of expenditure (SOE) procedure may be used for reimbursement of eligible expenditures and to liquidate the imprest advances provided into the imprest account in accordance with the Handbook. Any individual payment to be reimbursed or liquidated under the SOE procedure shall not exceed the equivalent of \$50,000.

50. **SOE.** Under the SOE procedure, submission of supporting documents is not required. However, the supporting documents should be retained by CPMT and be made available to ADB upon request. The SOE forms are shown in **Appendix 14**.

- **Ineligible Payments.** Where ADB finds any payment made under SOE procedure to be insufficiently supported or ineligible for ADB financing, ADB may offset the amount of the unjustified or ineligible payment against subsequent withdrawals for reimbursement or request the Government or EA to refund the same amount to the loan account.

51. **Conditions of Withdrawal from the Loan Account.** The following condition will be met prior to disbursing any funds other than those needed for the institutional audit of DWD: the institutional audit of DWD will have been completed, and human resources and professional development plan will have been finalized.

¹⁹ Office of the Auditor General of Nepal is acceptable to ADB.

VIII. PROJECT MONITORING AND EVALUATION

A. Project Performance Management Systems

52. To ensure that the target groups receive the intended benefits, a participatory and gender-sensitive PPMS, modeled on ADB system, will be used by CPMT and DPTs. At the start of the Project, the PPMS will be established in each district by the DPTs with the support of SPs. The output generated by the district-level PPMS will form a part of the MIS established by CPMT. The emphasis will be on impact rather than activity monitoring. The initial baseline survey, limited to key indicators, will also serve in part as the screening required to facilitate the selection of target VDCs and must be conducted during the initial 4 months of the Project.²⁰ The baseline survey will be based on a sampling covering the main diversity relevant to the project (socio-economic grouping, gender, ecological zone, ethnic and caste system, need and demand assessment by group, etc.). The baseline questionnaire will be tested first and reviewed to limit data errors and their misinterpretation. Project staff will receive training on the planning process, objectives, outputs and activities, different dimensions of empowerment, and field training on how to conduct a baseline survey for identification of most relevant process and impact indicators, and establishment of easy monitoring system connected to Poverty Reduction Strategy and MDG.

53. This set of key impact indicators will be (i) incorporated into the regular monitoring process to learn from the field and to adapt the project strategy to the changing environment and to the evolving needs of the people, (ii) reassessed at midterm review (MTR) and at project completion to prepare the reports, and (iii) used to compare with other districts' indicators and programs and to measure Project contribution to the achievement of the 10th National Plan targets, the Millennium Development Goals (MDGs), and DDPs. At the community level, participatory gender-disaggregated M&E will be introduced to support the participatory approach. Specific survey and analytical work will be required to monitor the social and institutional changes.

B. Project Review

54. During the initial 2 years of the Project, DWD and ADB will carry out joint semiannual reviews to be supplemented by a comprehensive MTR during the first half of year 3. The MTR will (i) review the scope, design, and implementation arrangements of the Project; (iii) assess implementation performance against project indicators; (iv) assess the performance of CPMT, DPT, SPs, and consultants; (v) assess effectiveness of community mobilization, considering not only number of groups formed but their progress toward meeting their objectives; (vi) assess procurement and the quality of community civil works; (vii) assess the effectiveness of project activities; (viii) identify changes needed since project appraisal; and (ix) establish compliance with loan covenants and any other issue agreed upon by DWD and ADB. At the latest, 1 month before the MTR, CPMT will submit a comprehensive report covering the above issues among others identified during implementation. The initial reviews will also determine whether (i) all proposed implementation arrangements are appropriate and in place; (ii) the selection of VDCs, communities and target groups allows the project activities to reach poor low-caste and ethnic

²⁰ Project staff will receive training on the planning process, objectives, outputs and activities, different dimensions of empowerment, and field training on how to conduct a baseline survey for identification of most relevant process and impact indicators, and establishment of easy monitoring system connected to Poverty Reduction Strategy and MDG. The baseline survey will be based on a sampling covering the main diversity relevant to the project (socio-economic grouping, gender, ecological zone, ethnic and caste system, need and demand assessment by group, etc.). The baseline questionnaire will be tested first and reviewed to limit data errors and their misinterpretation

groups; (iii) the establishment of and training of entrepreneur groups are feasible; (iv) the legal awareness activities are effective; and (v) the conduct and the outcome of the capacity building and training activities are in line with Project objectives.

IX. REPORTING REQUIREMENTS

A. Progress Reports

55. The DPTs will provide the CPMT with concise progress reports every 4 months during each year of the Project, detailing the physical and financial progress of activities against agreed-upon targets and summarizing the PPMS results. CPMT will submit (i) consolidated progress reports every 4 months, and (ii) a comprehensive annual progress report to relevant government departments and ADB. A proforma of the project progress report is shown in **Appendix 15**

B. Contract Awards and Disbursements

56. Annual preparation of contract awards and disbursement projections and comparing these with actual performance is also considered a monitoring tool for Project implementation. This could help in identifying impediments to implementation progress and remedial measures to enable on-schedule implementation of the Project. Accurate disbursement projection also helps ADB improve its overall liquidity, cash flow, and portfolio management. For this purpose, the PMO will prepare contract awards and disbursement projections for four quarters starting in January of every year. In order that ADB may receive the key information as quickly as possible, the information requested should be sent by fax to ADB in accordance with the format in **Appendix 16**. The completed worksheet should be simultaneously sent by courier to reach ADB not later than 31 December of each year.

C. Project Completion Report

57. Within 3 months of Project completion,²¹ the PMO will prepare and submit a project completion report to ADB, describing in detail project implementation, accomplishment, benefits and impact.

X. AUDITING REQUIREMENTS

58. The CPMT and DPTs will maintain separate records and accounts adequate to identify the goods and services financed from the loan proceeds, the financing resources received, expenditure incurred for the Project and the use of local funds. Accounts will be established and maintained in accordance with generally accepted accounting principles. Consolidated project accounts and related financial statements will be compiled by CPMT and audited annually by independent auditors²² acceptable to ADB. The annual audit report will include a separate audit opinion on the use of the imprest account and its subaccounts and the SOE procedures. The

²¹ The Project completion report will cover implementation, cost, performance management, and other information requested by ADB.

²² Office of the Auditor General of Nepal is acceptable to ADB.

audited accounts, audit reports, and associated financial statements will be submitted to ADB not later than 9 months after the end of the fiscal year to which they relate. **In line with ADB policy on submission of audited accounts, sanctions are mandatory. For statements more than 6 months past due date, imprest funds will not be replenished; for statements more than 12 months past the due date, loan disbursement will be suspended.** The Project's auditing requirements are set out in the audit letter (**Appendix 17**).

XI. MAJOR LOAN COVENANTS

59. A list of major loan covenants agreed for the Project by the Government and ADB, which should be complied with, are included in the project performance report (PPR) (**Appendix 18**). The list of covenants should be included as an attachment to the progress reports reflecting the latest status.

XII. ANTICORRUPTION

60. The institutional arrangements and reporting mechanisms referred to in this document are put in place to enable monitoring and accounting of the use of ADB resources and in accordance with the ADB's Anticorruption Policy. A copy of the policy paper of July 1998 and its clarification in September 2004, and Anticorruption Policy handbook were handed to the Executing Agency during the Inception Mission. These could be accessed through ADB's website <http://adb.org/Documents/Policies/Anticorruption/>. Anyone coming across evidence of corruption associated with the project must contact ADB's Office of the General Auditor, which will investigate such allegations.

Anticorruption Policy (2 July 1998)
Anticorruption Policy: Description and Answers to Frequently Asked Questions (2000)
Guidelines for Economic Analysis of Projects (revised February 1997)
Guidelines for the Financial Governance and Management of Investment Projects Financed by ADB (revised October 2005)
Handbook on Management of Project Implementation (revised 1988)
Operations Manual (Policies and Procedures) (updated October 2003 – latest updates of individual BPs and OPs apply)
Ordinary Operations Loan Regulations (Applicable to LIBOR-Based Loans Made from ADB's Ordinary Capital Resources) (dated 1 July 2001)
Ordinary Operations Loan Regulations (Applicable to Loans Made by the Bank from its Ordinary Capital Resources) (dated 1 July 1986)
Regulations of the Asian Development Fund (revised 7 February 2005)
Special Operations Loan Regulations (Applicable to Loans Made by ADB from its Special Funds Resources) (revised 1 May 2004)

Guidelines on the Use of Consultants by the Asian Development Bank and Its Borrowers
(revised April 2006)
Handbook for Users of Consulting Services (revised February 2005)

Procurement Guidelines (revised April 2006)
Guide on Bid Evaluation (August 2005)
Handbook on Problems in Procurement for Projects Financed by the Asian Development Bank
(Revised November 1987, reprinted October 1995)
Standard Bidding Documents – Procurement of Goods (including related services)
(Posted on the ADB web site – can be downloaded as:

	Single-Stage: One-Envelope
	Single-Stage: Two-Envelope
	Two-Stage: Two-Envelope
	Two Stage Bidding

User's Guide)

Standard Bidding Documents – Procurement of Works (September 2005)
Standard Bidding Documents – Procurement of Works (Small Contracts) (September 2005)
Standard Bidding Documents – Procurement of Plant-Design, Supply, Install (September 2005)

Loan Disbursement Handbook (January 2001)
Guidelines for Disbursement of Technical Assistance Grants

E. Environment and Social Dimensions

Economic Evaluation of Environmental Impacts (March 1996)
Environmental Assessment Requirements and Environmental Review Procedures of the
Asian Development Bank (updated March 1999)
Environmental Guidelines for Selected Agricultural and Natural Resources Development
Projects (1993)
Environmental Guidelines for Selected Industrial and Power Development Projects (1993)
Environmental Guidelines for Selected Infrastructure Projects (1993)
Environmental Loan Covenant Handbook (December 1993)
Handbook on the Use of Pesticides in the Asia-Pacific Region (1987)
Guidelines for Incorporation of Social Dimensions in Bank Operations (October 1993)
Handbook on Poverty & Social Analysis (December 2001 – working document)
Handbook on Resettlement (1998)
Summary of the Handbook on Resettlement (1998)
Gender Checklists (2000/2003)

F. Others

Executing Agency Progress Report (PAI 5.01)
Project Performance Management System

LEGAL EMPOWERMENT STRATEGY

1. Poverty is no longer recognized as a purely income-related phenomenon. Indicators of poverty have been broadened to also reflect deprivation of key quality of life opportunities as well as issues of vulnerability and powerlessness. The denial of people's basic rights by public officials or by other people, failure to implement non-discriminatory legislation and protective measures, limited participation in local and national political and administrative bodies, and a lack of access to fair and affordable grievance settlement mechanisms, including courts, all further exacerbate vulnerability. The Project will attempt to reduce some of those vulnerabilities of the proposed beneficiaries of the Project through the Legal Empowerment Component.
2. Legal empowerment, as a continuing process, involves the use of law to increase disadvantaged and vulnerable groups' control over their lives through a combination of education and action. Legal empowerment has most chance of success if it involves a broad, coherent strategy consisting of a series of complimentary and integrated initiatives at several levels and with several target groups. The Legal Empowerment Component thus combines a variety of activities with different target groups integrated with other activities under the Project such as group formation, literacy activities, and capacity building of the DWO. The Legal Empowerment Component aims to contribute to achieving other forms of empowerment addressed by the Project. Increased knowledge, for example, on legal provisions on minimum wages might improve the bargaining power of women in wage labor and thus their economic empowerment. Assistance in obtaining citizenship certificates might decrease poor women's vulnerability in areas such as access to control over property, or obtaining formal employment, thereby enhancing their social and economic empowerment. A better knowledge by police, judges and prosecutors on women's rights will ensure a better protection of women in areas such as domestic violence, rape or trafficking.
3. While some of the substantial grounds for conflict differ slightly in the two clusters in the Project area (e.g. polygamy is more a problem in cluster A than in cluster B, divorce more in cluster B than in cluster A, right of priority of water users being a problem in the hills, and partition of property, domestic violence, and child marriage being an area of conflict across both clusters), there are also a number of common characteristics. These include:
4. There is a limited knowledge and awareness by all stakeholders of relevant laws, rules, regulations, and administrative and other procedures, including by the intended beneficiaries, by men and society at large in the Project Area, by administrators and elected and nominated representatives in local bodies, by the judiciary and by the police. This includes, but it is by no means limited to, knowledge and awareness on new acts, such as the 11th amendment of Muluki Ain on Women's rights (September 26, 2002) which has new provisions on e.g. inheritance rights, rights of the wife in the husband's property, punishment for rape; or the provisions in the Local Self Governance Act, 1999 (LSGA) according to which VDCs are responsible for some semi-judicial decisions such as on allocation of water, disputes on forced labor and wages, and disputes on maintenance and alimony.
5. Partly because of (1) but also due to social patterns of behavior and gender insensitive attitudes, the application of relevant legislation and the enforcement and protection of women's rights is limited. For example, while women in Nepal consistently quote rape as a major problem faced, nationwide, only 30 cases were filed in courts in 2001. Reasons for this low number include a limited awareness on the side of the victims and their environment that rape is a crime as well as on procedures for launching a criminal case, the victim's fear to take steps against

the offender, the defiant and insolent attitude of law enforcers and society at large regarding sexual crimes.

6. In addition to a need to strengthen the District Courts to deal with women's rights, there is a need for ADR that can solve conflicts closer to home, is less formal, less costly, less lengthy, and includes representatives of the targeted groups as well as well respected community members. District Courts have limited capacity and resources to deal with the rights abuses faced by poor women. There is no family court or division in the District Courts. District Courts are often too far removed from the conflicts faced by the target group (both in terms of physical distance as in terms of conceptual distance). Moreover, not all District Courts are operational at present because of security reasons and the Maoist movement. On top, some of the semi-judicial responsibilities that were delegated under the LSGA to bodies such as the VDCs, can at present not be pursued because of the dissolution of such bodies.

7. The need for a functioning legal aid system for women was identified as one of the main issues in the National Women's Committee position paper on "Issues and Opportunities for Women's Advancement in Nepal". While the Nepal Bar Association has a legal aid program, this is not operational in all districts (none in Cluster A, and only 4 districts in Cluster B). In accordance with the Legal Aid Act, a separate women's wing of the district bar association is to be established for those districts that have at least 3 practicing female lawyers. None of the districts in the Project Area have such a women's wing. The Central Women Legal Aid Committee, within the MWCSW, at present exists only in Kathmandu, Bhaktapur and Lalitpur.

8. A majority of the targeted beneficiaries face problems related to citizenship and citizenship, birth and marriage certificates. The process to obtain citizenship (at age 16) is complicated, takes place at district level, needs the recommendation from a VDC or Municipality official as well as approval of a Gazetted official at district level, and in most cases the signature of father, or for married women their husband, is needed on the application form. Citizenship certificates are for example needed to vote or stand for elections, for owning and transferring properties, for employment in the formal sector, for access to college, banking and some micro-credit activities, and for obtaining passports. In the case of birth registration, there is an increasing fee (and thus decreasing incentive) for registration later than 35 days after delivery. Birth registration is needed for example to apply for citizenship and for access to primary education. The official number of birth registration in Nepal is 37% of urban, 34% of rural. Registration of marriage is, for example, needed for property rights and partition. Women are often not aware of the need for citizenships or registration of children or marriages, until they are faced with some situation where the lack of a citizenship, birth of marriage certificate becomes an obstacle to the furtherance of their life.

9. A first prerequisite for legal empowerment is an increased knowledge base and awareness raising for all stakeholders on their respective rights and obligations. The Project will assist in preparing and implementing a massive awareness raising and dissemination campaign in the Project Area on issues such as non-discrimination based on gender, caste or ethnicity; civic and criminal rights; trafficking related issues; domestic violence and sexual offences; citizenship, birth and marriage certificates; local governance and administration; property rights; water rights; debt bondage; and other relevant matters that may be identified in the course of Project implementation. The campaign will include the translation of relevant legislation, regulations and orders into local languages, media campaigns, in particular print media using simple language and pictures, community based training – for both men and women - and popular entertainment. A specialized INGO, NGO or private firm will be contracted to develop the campaign and the materials and implement the campaign.

10. The popular campaign will be supplemented by intensive training of government officials as well as elected and nominated representatives in local bodies on their roles and duties for better implementation of existing legislation and for enhanced accountability of local Government, with a specific focus on women's issues. This will include training of female representatives in VDCs and DDCs to analyze VDC and DDC budgets as well as linking those representatives to women in their electorate. A specialized INGO, NGO or private firm will be contracted to develop and implement the campaign. The Project will also liaise with the ADB supported Project on the National Judicial Academy for training of judges and prosecutors at several levels on women's and related rights. The Project will also assist the law faculty of the Tribhuvan University in preparing a specialized course and syllabus on women's rights for inclusion in their LL.B program and will assist in preparing a course and syllabus on women's rights and issues for inclusion in all college level programs.

11. Awareness raising activities in communities on the importance of citizenship and citizenship certificates (CC) will be followed by an intensive CC issuance campaign for eligible women in the Project Area. Mobile CC units will go to villages and issue CCs. The mobile unit will be equipped with photo taking and processing equipment as well as other material needed to issue CCs. VDC officials and CDOs will be involved to facilitate the campaign. The staff of the mobile unit will include at least one woman.

12. District Courts, DDCs and VDCs will be provided with a small law library with relevant materials.

13. The Project will assist in establishing Alternative Dispute Resolution Mechanisms (ADRM), the training of paralegals and the provision of legal aid. The ADR will include both household level ADR as well as community level ADR. The ADRM to be developed will take into account existing local and traditional patterns of dispute settlement. A INGO, NGO, University or local firm with experience in both types of ADR will be contracted to develop the ADR and provide the necessary training to potential mediators and paralegal who will be chosen from the community. The Project will also support contracting one lawyer per district for the duration of the Project as Women Development Assistant who will provide legal aid for access to the District Court when necessary. The Project will actively support the building of linkages between the community and VDC level mediators and paralegals, with the legal aid person at district level.

Terms of Reference for the Community Literacy Program

(National NGO, 36 person-months, 18 months starting with 1st quarter of year 1 and intermittent thereafter)

1. The Community Literacy Program should enhance literacy practices, communication and access to information among men and women in local communities responding to local people's needs and aspirations for literacy, communication and information. The National NGO to be selected by the EA should (i) have at least 3 years experience in developing and supporting community literacy training in Nepal, be duly registered, and have experience in cooperating with the Ministry of Education (Nonformal Education Council, NFEC) on flexible, functional community literacy programs; (ii) have externally audited accounts with current certified financial statements; (iii) provide a strong focus on girls and women, as demonstrated in its literacy materials, and its disaggregated monitoring and reporting systems; (iv) use a comprehensive non-traditional approach to literacy; (v) have experience in working with local NGOs and local government to improve their literacy programs and not implement its own literacy programs; (vi) demonstrate a focus on dalits and janajati groups through its approach and as evidenced in its disaggregated monitoring and reporting system; and (vii) have a network of local NGOs with demonstrated focus on dalits and janajati groups. The National NGO will be contracted by the Central Project Management Team (CPMT) in the latter part of year 1 of the Project.
2. The National NGO will draw on experiences and tailor-made literacy learning materials developed by the DFID-supported Community Literacy Project, establish partnerships with local NGOs in the 15 project districts and assist those local NGOs in (i) developing knowledge and experience using a community-oriented and participatory approach. A community-oriented, participatory approach to literacy is recognizing and building on social practices and the real life uses of literacy and numeracy in local communities in a particular social or economic activity, encourages people to critically reflect on their circumstances, ask critical questions, and take actions to make positive changes in their lives, their communities and nation. to community literacy; (ii) conducting qualitative community-based research as part of a participatory needs analysis to identify the literacy uses, needs and motivations of target groups and communities; (iii) designing 'communication audit' activities to help non and neo-literate people participate more fully in development activities; (iv) developing or adjusting tailor-made curricula; (v) serving as technical resource centers at the district or VDC level for community literacy; (vi) providing literacy support activities to help people deal with literacy tasks needed in daily life; this kind of support includes helping people reading and writing 'real literacy materials', like filling in official forms, reading important documents, keeping records using ledgers, or reading materials required in their work, and (vii) improving the literacy environment by simplifying and improving layout, translating written documents, and by training local people as scribes and mentors for non- or semi-literate people.
3. The sector specific activities emerge as the approach responds to people's needs and aspirations for literacy and communication. An indicative list of subject areas to be covered in the learning materials could include: (i) basic livelihood skills training; (ii) group formation; (iii) appropriate farm and household technologies; (iv) community health, hygiene and solid waste management, clean drinking water supply; (v) women's rights; (vi) numeric literacy, and simple accounting; (vii) requirements for birth registration; and (viii) modalities for accessing microcredit. Close cooperation and coordination with the NGO for appropriate technology is required. The selection of VDCs, communities and target groups will follow set criteria.

Community Infrastructure Implementation Procedure

Total Process:

- The detail design and estimate of the community infrastructure (subproject) provides information about the volume of works to be undertaken by community. This along with the time available determines the requirement of labor as well as the type of service providers.
- Formation of community infrastructure coordination committee (CICC).
- DPT delegates specific responsibility for implementation of works by labor group to CICC.
- CICC with the support form local NGO/CBO form labor groups as required.
- CICC gives labor groups work orders for specific works, which they perform under the DPT/NGOs/service providers.
- The committee makes payments for completed works regularly to each individual labor group members.

Tasks involved:

1. Forming Labor Groups

Process:

- i. Civil works requiring mainly unskilled labor and simple skills are carried out by the labor groups or individual labor.
- ii. In each community the labor groups are formed by CICC with facilitation and support by DPT.
- iii. The number of labor required is calculated by DPT with the support of District Technical Office (DTO) and is approved by DDC.

Activities and Responsibilities

- DPT finalizes role and responsibilities of labour groups.
- DPT with the support of District Technical Office determines the number of labour require.
- Disseminate information about the labour requirements and formation of labour groups amongst communities with the support of NGO/CBOs.
- Call a public meeting of interested persons from influence area (can be defined by DPT) for participation of labour groups
- DPT to respond to queries
- CICC select labours or form labour groups
- CICC inform DPT about the selection of labour or formation of labour groups
- DPT to inform Labour/ Labour Groups about their entitlement, role and responsibilities.

Key Considerations:

- Agree on deadline for formation of CICC and identification of labours.
- Ensure that whole process of formation CICC and selection of labours is done in participatory manner.

2. Procuring Hand tools and construction materials

Process:

- i. Hand tools and construction material, which DPT has to provide, procured following the loan agreement between the Government of Nepal and ADB.
- ii. The details hand tools and construction materials needed are prepared by DPT with the support of District Technical Office.

Activities and Responsibilities

- DPT to determine the quantity of hand tools and construction material to be needed.
- DPT to decide on the modality of procurement based on the loan agreement after consultation with Project Management Office at DWD.
- DPT to prepare the procurement document for the procurement of hand tools and construction materials.

Key Considerations:

- Agree on the modality of procurement to be followed giving consideration to volume of goods and time frame.
- Ensure that whole procurement process follows the relevant rules

3. Managing Hand-tools and Construction material by CICC and Labour Groups

Process:

- i. Handtools and construction material provided to CICC and Labour Group have to be stored, maintained and properly recorded.
- ii. The worn out handtools are returned by labour group and CICC to DPT should be replaced by DPT.
- iii. The small maintenance of handtools, which cab be handled at workshit is entrusted to labour group themselves.
- iv. CICC maintained inventory of hand tools and construction material.
- v. DPT delegate responsibility to CICC to manage hand tools and construction materials.

Activities and Responsibilities

- DPT to determine the quantity of hand tools and construction material to be needed.
- DPT to decide on the modality of procurement based on the loan agreement after consultation with Project Management Office at DWD.
- DPT to prepare the procurement document for the procurement of hand tools and construction materials.

Key Considerations:

- Ensure that the tools and material are available in time at site.
- Be sure to make arrangements for maintenance of tools

4. Allocating works to labor/ labor groups and CICC

Process:

- i. DPT delegate authority to CICC to enter into agreement and manage the labour/labour groups
- ii. Labour/Labour Group are assisted by CICC, who also monitor the works.

Activities and Responsibilities

- CICC to prepare the agreement between individual labour or labour group, based on the standard format as per authorization of DPT.
- DPT to explain the terms and conditions of the agreement to CICC and CICC to explain the terms and conditions of the agreement to labour.
- Sign the agreement between CICC and labour or labour group and forward it to DPT.
- CICC and DPT to supervise and monitor the works being carried out by labour groups and working condition.

Key Considerations:

- Ensure that the tools and material are available in time at site.
- Labor and labor groups are briefed about the works and the working conditions.
- Site supervisors are present at site to assist labor and labor groups in carrying out works.
- Make sure that daily attendance of labor group/labor is kept by CICC and verified by site supervisors.

5. Preparing the bills of works done by labor groups

- DPT to check that works carried out are as per work orders.
- CICC to carry out measurement of completed works with the help of site supervisors in the presence of the labor group/labor.
- CICC to forward the running bills to DPT for approval and release of funds
- DPT to review and check and approve the bills
- DPT to authorize CICC to make final payment to labor group/labor.



Technical Assistance Report

Project Number: 39203
February 2006

Technical Assistance
Kingdom of Nepal: Capacity Building for Gender
Equality and Empowerment of Women
(Financed by the Gender and Development Cooperation Fund)

CURRENCY EQUIVALENTS

(as of 15 February 2006)

Currency Unit	–	Nepalese rupee/s (NRe/NRs)
NRe1,000	=	\$0.014
\$1.00	=	NRs71

ABBREVIATIONS

ADB	–	Asian Development Bank
CPMT	–	central project management team
DDC	–	District Development Committee
DDP	–	district development plan
DPT	–	district project team
DWD	–	Department of Women Development
EA	–	executing agency
GAD	–	gender and development
GEEOW	–	Gender Equality and Empowerment of Women (Project)
MWCSW	–	Ministry of Women, Children, and Social Welfare
NGO	–	nongovernment organization
TA	–	technical assistance
TOR	–	terms of reference
VDC	–	Village Development Committee
WDO	–	Women Development Office
WDOF	–	women development officer

TECHNICAL ASSISTANCE CLASSIFICATION

Targeting Classification	–	Targeted intervention
Sector	–	Multisector
Theme	–	Capacity development, gender and development
Subtheme	–	Organizational development, institutional development

NOTES

In this report, "\$" refers to US dollars.

Vice President	L. Jin, Operations Group 1
Director General	K. Senga, South Asia Department (SARD)
Director	F. Roche, Agriculture, Natural Resources and Environment, SARD
Team leader	M. Mongiorgi, Project Economist, SARD

I. INTRODUCTION

1. The Asian Development Bank (ADB) approved in December 2004 a loan for the Gender Equality and Empowerment of Women (GEEOW) Project¹ in Nepal to facilitate a process of economic, social, legal, and political empowerment among poor rural women and members of other disadvantaged groups, including ethnic and low-caste women. The Department of Women Development (DWD) of the Ministry of Women, Children, and Social Welfare (MWCSW) is responsible for overall management, implementation, and coordination of activities to meet the outcome of the Project. To reach the project beneficiaries effectively, the day-to-day management of the Project is delegated to the women development officers (WDOs) of the women development offices (WDO), the decentralized DWD offices at district level. During the preparation of the GEEOW Project, it was recognized that additional technical assistance (TA) would be needed to strengthen the managerial and institutional capabilities of DWD not only to manage the activities under the ADB loan, but also to become an institution able to mainstream gender within local governments and to make the district development plans (DDPs) responsive to women's needs. To respond to this need, a concept paper was prepared and endorsed for funding by the Gender and Development Cooperation Fund in April 2004. During the processing missions for the GEEOW Project, the goal, purpose, scope, implementation arrangements, cost, and financing arrangements of the TA were finalized.² The TA framework is in Appendix 1.

2. Against the backdrop of continued political instability, escalation of the insurgency, and no credible progress towards creating an environment for holding parliamentary elections since the Parliament was dissolved in May 2002, the Government was dismissed by Royal Proclamation on 1 February 2005, when the King assumed all executive powers, imposed a state of emergency, and suspended some constitutional rights. The state of emergency was lifted on 29 April 2005, bringing some thawing of Nepal's strained relations with the international community. However, the situation of security and constitutional rights remains virtually unchanged. Due to the events and the uncertainties with regard to the future delivery of development assistance, ADB has taken a cautious approach to ensure that its assistance is safely and effectively delivered. As a result, the implementation of the GEEOW Project was delayed and the assessment, planning, and strengthening of the managerial and institutional capacity of the Executing Agency (EA) have not yet started.

II. ISSUES

3. MWCSW has the mandate to mainstream women's empowerment and gender into all government programs and policies. Programs for empowerment and gender mainstreaming are executed by DWD, which was originally formed as the Women Development Section of the Ministry of Local Development to implement the Production Credit for Rural Women Project in 1982, through its 75 district-level women development sections. The section became a department (the Women Development Department) in 1991, and then was transferred to MWCSW as DWD in 2000. During two decades of experience implementing projects to empower women in rural Nepal, DWD has built a national infrastructure and network that reaches every district of Nepal. DWD staff are noted for their dedication and commitment to development principles and generally enjoy the strong support of line agencies, nongovernment organizations (NGOs), and the community at large. DWD has the mandate to improve the

¹ ADB. 2004. *Report and Recommendation of the President to the Board of Directors on a Proposed Loan to the Kingdom of Nepal for the Gender Equality and Empowerment of Women Project*. Manila (for \$10 million, approved on 16 December 2004).

² The TA first appeared in *ADB Business Opportunities* (internet version) on 19 May 2005.

quality of life, increase the socioeconomic status of women, and bring gender equity in Nepalese society. It focuses specifically on the income-poor and disadvantaged women and their households through the implementation of the countrywide Women Development Program.

4. In its 10th National Plan and Poverty Reduction Strategy, the Government explicitly recognizes the strong need for reducing poverty by promoting gender equality and empowering poor women, particularly in the poorer rural areas of Nepal. The Plan seeks to address gender, ethnic, and caste-related disparities by mainstreaming gender in the implementation of key sectoral programs, empowering women, and mainstreaming the historically excluded communities. At the same time, the Government is implementing the decentralization strategy of the Local Self-Governance Act of 1999 as an effective means to facilitate participation of the rural poor in decision-making and development processes. The Act envisages therefore a significant change of mandate for line agencies at the district level and below. As planning decisions will be made at the Village Development Committee (VDC) level and then consolidated into DDPs approved by the District Development Committee (DDC), line agencies will gradually be devolved to be accountable to deliver programs on behalf of the DDC rather than their central ministries. Agriculture, health, and education are the first line agencies to be fully devolved, and DWD will follow in due course. As a step toward this devolution, the mandate of DWD has also changed, and in July 2003 a cabinet ruling was issued to define WDO as the focal agency at the district level for matters relating to women, minors, the disabled, the aged, and NGOs, i.e., representing the full mandate of MWCSW.

5. The change in the DWD mandate will require WDO to act as facilitator and coordinator at the district level for issues concerning women and gender equality, rather than as an implementor of programs. At the district level, WDO will have to (i) plan, monitor, coordinate, and evaluate the implementation of gender-related projects; (ii) network with NGOs and other stakeholders working for women's rights; and (iii) establish and develop WDO as the central information unit for matters relating to women. At the central level, DWD will become more of an oversight agency to ensure that women have appropriate access to development programs. These changes present important opportunities for promoting gender equality and empowering women. However, DWD needs substantial capacity building to carry out this new mandate effectively and to make the transition from being a direct service deliverer to being a catalyst and facilitator in mainstreaming gender issues.

6. DWD is not only the newly recognized gender focal point at the district level but also the EA of the ADB-funded GEEOW Project. The Project's objective is to improve the socioeconomic conditions of poor rural women, including ethnic and low-caste women, through a process of empowerment by (i) improving their access to and control of assets and strengthening their capabilities; (ii) building group support and solidarity to undertake collective action to engage, influence, and hold institutions accountable; and (iii) reforming government institutions to include previously marginalized women and to increase the access of women to mainstream assets and development opportunities. As the causes of disempowerment of women are interwoven to such a degree that one cannot be tackled in isolation from the others, the Project is adopting a holistic and cross-sectoral approach. The Project will use participatory processes that enable the targeted women to determine their own strategies for empowerment. The GEEOW Project, building on lessons learned from DWD past programs, adopts an approach that is new to DWD. In addition, given the new role of DWD, WDO will procure the services of other agencies, such as community-based organizations, NGOs, private sector providers, and district line agencies,

and will oversee them in project implementation.³ A substantial capacity building for DWD to implement the GEEOW Project successfully is needed.⁴

7. To clarify goals, roles, and strategies between MWCSW and DWD; to facilitate implementation of gender programs, and to provide training, a full organizational audit of MWCSW was carried out in 2003 by the Mainstreaming Gender Equity Program of the United Nations Development Programme. To complement this audit, a full institutional audit of DWD, the context of MWCSW and other institutions dealing with women's and gender issues, was planned to be carried out at the start of the GEEOW Project, to ensure that (i) DWD's capabilities match its new roles and responsibilities, not only as gender focal point at the district level but also as EA of an innovative development project; and (ii) DWD human resource and professional development plans for staff at all levels are set out in accordance with the needs of the department. Given the nature of the institutional audit, its outcome is needed not only for implementing the GEEOW Project but also for other ongoing DWD development activities. Therefore, this TA is designed to proceed with planning capacity building for DWD and start the institutional audit before the GEEOW Project so as to have the human resources and professional development plans for DWD staff finalized before any capacity-building activities are planned and implemented.⁵

8. To fulfill the expanded and new role of facilitating, monitoring, supervising, and technical backstopping rather than project implementation, DWD's capacity at all levels needs to be enhanced. The central-level DWD will require upgrading of systems capability to monitor, evaluate, and report; and improved capacity to push on with gender mainstreaming activities within line ministries. At the district level, WDO staff will need training and professional development to monitor the work of and coordinate with various implementing agencies, such as district line agencies, NGOs, and other agencies involved in empowering women.

III. THE TECHNICAL ASSISTANCE

A. Impact and Outcome

9. The impact of the TA is DWD's transition from being directly delivering development programs for women to being a catalyst and facilitator in promoting empowerment of women and mainstreaming gender and therefore to fully take on its new roles and responsibilities. The outcome is the strengthened institutional and managerial capabilities of DWD to efficiently and effectively manage, coordinate, and monitor its development programs, in line with its new role and mandate as gender focal point at the district level and lower administrative level. In particular, the TA will assist DWD, as EA of the Project, in building new and strengthening existing capacities and skills to ensure that the needs of GEEOW beneficiaries are met and to monitor that results have been achieved, through training for the central project management team (CPMT) and district project team of the GEEOW Project. This will help DWD become an institution able not only to influence and guide national, district, and lower level administration units in incorporating gender issues in their policies, programs, and projects, but also to manage, supervise, and monitor agencies implementing development activities for meaningful empowerment of women.

³ Outsourcing of activities is already ongoing based on DWD working manuals. However, these manuals will be revised at the outset of the GEEOW Project.

⁴ The GEEOW Project is specifically designed to respond to some of the underlying causes of the insurgency and will therefore be implementable even in conflict-affected districts.

⁵ The institutional audit is foreseen by the GEEOW Project as a prerequisite for all Project activities.

B. Methodology and Key Activities

10. The TA will concentrate on strengthening (i) the management capacity of the DWD and WDOF, and (ii) DWD capacity for advocacy, by providing consulting services for 2 years. After the institutional audit is implemented and on the basis of its results, the consultants will assist in (i) planning, designing, and implementing appropriate institutional strengthening and training packages for DWD; (ii) developing the capacity of DWD to play its new advocacy role for empowerment of women and gender equality; and (iii) developing the local capacity of DWD in outsourcing the implementation of subprojects and manage, monitor, and evaluate subcontracts. At least a 1 year overlap with the GEEOW Project's implementation is expected, when the capacity-building activities funded under the Project and this TA will complement each other to allow implementation of the human resource and professional development plans for DWD staff, at both central and district levels. The TA will have two components: (i) institutional audit, and (ii) training.

1. Institutional Audit

11. The first activity of the TA will be the external institutional audit of DWD, a process by which the institutional development specialists check that procedures are in place across DWD, the context of MWCSW and other institutions dealing with women and gender issues, to ensure that (i) quality, integrity, and standards of provision and outcomes are in place; and (ii) capabilities (skills and training) match the new roles and responsibilities expected from DWD, from VDC level up to the central Government. The TA will assist in setting out the human resource and professional development plans for all levels of staff DWD, based on the needs and capacity assessment performed during the full institutional audit at the start of the TA. DWD and the consultants will develop a 5-year training plan for DWD staff at all levels to be implemented during the TA and the GEEOW Project. Training activities in the 5-year professional development plans that are not implemented under the TA will be carried over to the GEEOW Project.

2. Training

12. The TA will build the capacity of the management and technical staff of DWD at central, district, and lower administrative levels. Based on the findings of the institutional audit, the TA will support training for DWD staff as needed. The subjects, to be further defined based on the findings of the institutional audit, are tentatively (i) planning and gender budgeting, (ii) structure and policy-making process of the national Government, and how to prepare messages and information about priority issues for women at the community level that will be relevant to national agencies; (iii) selection of implementing agencies for outsourcing project activities; (iv) procurement of goods and services and recruitment of consultants; and (v) definition and identification of project performance monitoring indicators, including qualitative and process indicators. Training will be a combination of (i) on-the-job training, by working with the consultants' team; and (ii) training programs for which the modules and materials will be developed under the TA and transferred to the CPMT of the GEEOW Project once the TA is completed.

C. Cost and Financing

13. The total cost of the TA is estimated at \$353,000 equivalent comprising \$88,000 in foreign exchange and \$265,000 equivalent in local currency. The Government has requested

ADB to finance \$300,000 equivalent, covering the entire foreign exchange cost and \$212,000 equivalent of the local currency cost. The TA will be financed on a grant basis by the Gender and Development Cooperation Fund, administered by ADB. The Government will finance the balance of the local currency cost, equivalent to \$53,000, by providing two counterpart and three support staff, office space with proper communications facilities in DWD, one vehicle, and other related facilities. The detailed cost estimates and financing plan are in Appendix 2.

D. Implementation Arrangements

14. DWD will be the EA for the TA and will be responsible for overall coordination with ADB. One TA director (DWD director level) and one counterpart staff will be assigned to the TA. The TA director will be responsible for day-to-day management of the TA and overseeing implementation of the institutional audit. The counterpart staff will be responsible for managing the capacity building activities. The TA director will closely coordinate with the soon-to-be-established CPMT of the GEEOW Project and its project manager. DWD will provide full administrative and technical support to the consultants.

15. The TA will be implemented over 2 years and is expected to begin in December 2005 and to be completed in December 2007. Consulting services for the TA will total 76 person-months: 4 person-months from an international (institutional development specialist) and 72 person-months from domestic consultants. The expertise required for domestic consulting services, in person months, is as follows: institutional development specialist (18), project management expert (24), gender planning specialist (18), and procurement specialist (12). These skills are viewed as relevant to DWD capacity-building needs. Outline terms of reference (TOR) for the consultants are in Appendix 3. However, the specific TOR for the TA consultants may be refined, as appropriate, following completion of the institutional audit. The international specialist, in close cooperation with the domestic institutional development specialist, will be responsible for implementing the institutional audit. All consultants will be recruited on an individual basis by ADB, in accordance with the *Guidelines on the Use of Consultants* and other arrangements satisfactory to ADB for engaging domestic consultants. The consultants' reporting requirements will include (i) an inception report within 3 weeks of TA commencement, (ii) a final report summarizing the achievements of the TA and what is left to be implemented under the GEEOW Project, and (iii) brief bimonthly progress reports, when other reports are not due. Equipment for the TA activities will be financed by ADB in accordance with ADB's *Guidelines for Procurement* and will become property of the Government upon completion of the Project.

IV. THE PRESIDENT'S DECISION

16. The President, acting under the authority delegated by the Board, has approved ADB administering technical assistance not exceeding the equivalent of \$300,000 to the Government of Nepal to be financed on a grant basis by the Gender and Development Cooperation Fund for Capacity Building for Gender Equality and Empowerment of Women, and hereby reports this action to the Board.

DESIGN AND MONITORING FRAMEWORK

Design Summary	Performance Targets/Indicators	Data Sources/Reporting Mechanisms	Assumptions and Risks
Impact Changed role of DWD from directly delivering development programs for women to being the gender focal point at district level and lower administrative level	<ul style="list-style-type: none"> • Development activities of local bodies (DDPs) reflecting women's and disadvantaged ethnic/caste groups' priority needs • DWD outsourcing development activities • Gender issues of local communities brought to the attention of district and national agencies 	<ul style="list-style-type: none"> • Progress reports of DWD development programs • Quarterly progress reports of the GEEOW Project • Minutes of meetings of DDCs • DDPs • Interviews with VDCs, NGOs 	Assumptions <ul style="list-style-type: none"> • There is political commitment to fully decentralize Government decision-making process at district level and lower administrative level. • DDC members accept and understand new role of DWD staff. Risk <ul style="list-style-type: none"> • Budget allocation for DWD programs is enough.
Outcome Strengthened institutional and managerial capabilities of DWD, in line with its new role and mandate as gender focal point	<ul style="list-style-type: none"> • Number of outsourcing contracts with development partners • Number of project activities monitored by DWD staff • Number of evaluation reports on DWD development activities • Performance of DWD in managing and monitoring GEEOW Project and other development programs 	<ul style="list-style-type: none"> • Progress reports of DWD development programs • Work plans of DWD staff • Quarterly progress reports of the GEEOW Project • Joint ADB/DWD review missions 	Assumptions <ul style="list-style-type: none"> • Trained staff are retained in DWD for at least 3 years. • Audit recommendations are supported by MWCSW and DDC members. • Training modules are relevant and appropriate. Risk <ul style="list-style-type: none"> • DWD staff at village level cannot work due to lack of security.
Outputs 1. Institutional audit of DWD 2. Human resources and professional development plans for all levels of DWD staff	<ul style="list-style-type: none"> • Audit completed • Human resources and professional development plans finalized • Training modules 	<ul style="list-style-type: none"> • Consultant inception reports and work plans within 3 weeks • Bimonthly consultant progress reports • Joint ADB/DWD review missions 	Assumptions <ul style="list-style-type: none"> • The GEEOW Project starts in August 2005. • Training activities in the professional development plans that are not implemented under the TA will be carried over to the

Design Summary	Performance Targets/Indicators	Data Sources/Reporting Mechanisms	Assumptions and Risks
3. Training of DWD staff	prepared based on the audit recommendations <ul style="list-style-type: none"> • Program for on-the-job training prepared • DWD staff trained according to plans 	<ul style="list-style-type: none"> • Audit report • Human resources and professional development plans 	GEEOW Project.
Activities with Milestones <p>1.1 By month 1, review of DWD policies, plans, decrees, operating guidelines, organizational structure, personnel management system, and financial management system</p> <p>1.2 By month 3, institutional audit of DWD implemented.</p> <p>2.1 By month 4, human resources and professional development plans for all levels of DWD staff finalized</p> <p>2.2 By month 4, 5-year training program for DWD staff finalized</p> <p>2.3 By month 4, TORs of consultants team refined based on the needs assessment</p> <p>3.1 By month 5, training material and modules developed</p> <p>3.2 By month 5, program for on-the-job training developed</p> <p>3.3 By month 6, training program started</p> <p>3.4 By month 20, 50% of the training activities implemented</p> <p>3.5 By month 22, carried out feedback and evaluation of training, with their findings incorporated into training plan and modules to be continued by the GEEOW Project</p> <p>3.6 By the end of the project, transfer of materials, plans, and knowledge to the director of the GEEOW Project</p>			Inputs <ul style="list-style-type: none"> • ADB \$300,000 • Government \$53,000 ADB Inputs <ul style="list-style-type: none"> • International Consultant \$78,000 • Domestic Consultants \$174,000 • Equipment \$10,000 • Training \$18,000 • Administration and support cost \$5,000 • Contingencies \$15,000

ADB = Asian Development Bank, DDC = district development committee, DDP = district development plan, DWD = Department of Women Development, GEEOW = Gender Equality and Empowerment of Women, MWCSW = Ministry of Women, Children, and Social Welfare, NGO = nongovernment organization, TA = technical assistance, TOR = terms of reference, VDC = Village Development Committee.

COST ESTIMATES AND FINANCING PLAN
(\$'000)

Item	Foreign Exchange	Local Currency	Total Cost
A. Asian Development Bank Financing (ADB)^a			
1. Consultants			
a. Remuneration and Per Diem			
i. International Consultants	72.0	0.0	72.0
ii. Domestic Consultants	0.0	158.4	158.4
b. International and Local Travel	6.0	15.6	21.6
c. Reports and Communications	0.0	0.0	0.0
2. Equipment	0.0	10.0	10.0
3. Training, Seminars, and Conferences			
a. Facilitators	0.0	5.0	5.0
b. Training Programs	0.0	10.0	10.0
c. Training Material Production	0.0	3.0	3.0
4. Surveys	0.0	0.0	0.0
5. Miscellaneous Administration and Support Costs	0.0	5.0	5.0
6. Contingencies	10.0	5.0	15.0
Subtotal (A)	88.0	212.0	300.0
B. Government of Nepal Financing			
1. Office Accommodation and Transport	0.0	20.0	20.0
2. Remuneration and Per Diem of Counterpart Staff	0.0	20.0	20.0
3. Workshops and Others	0.0	13.0	13.0
Subtotal (B)	0.0	53.0	53.0
Total	88.0	265.0	353.0

^a Gender and Development Cooperation Fund, administered by ADB.
Source: ADB estimates.

OUTLINE TERMS OF REFERENCE FOR CONSULTANTS

1. The front-loaded consulting services are designed to strengthen the management and institutional capacity of the Department of Women and Development (DWD) and the implementation and management of the Project. The team of consultants (Table A3) will do the following:

- (i) Assist in designing and implementing appropriate institutional strengthening programs for DWD.
- (ii) Assist in designing and delivering appropriate training packages as required.
- (iii) Assist DWD in increasing its capacity in project management, monitoring and evaluation, contracting and procurement, financial management and accounting.
- (iv) Assist in early start-up and implementation of the project by helping develop and institutionalize procedures and establish the project institutional framework and management structures.

Table A3: Summary of Consulting Requirements

Consultant	Person-Months	
	International	Domestic
Institutional development specialist	4	
Institutional development specialist		18
Project management expert		24
Gender planning specialist		18
Procurement specialist		12
Total	4	72

Source: Asian Development Bank estimates.

A. Institutional Development Specialist (international, 4 person-months)

2. The institutional development specialist (IDS) will have at least 15 years of experience with human resources and change management in the public sector. Experience with implementing policies associated with gender mainstreaming and employment equity will also be necessary.

3. The IDS will work with DWD at the central Project Management Unit to develop organizational and institutional capacity-building frameworks for DWD to address the identified capacity needs. The IDS will lead the institutional audit of DWD. Specific tasks are as follows:

- (i) Review overall vision/mission and mandate of DWD and how the DWD contributes to the mandate of the Ministry of Women, Children and Social Welfare (MWCSW) as facilitators and coordinators for gender mainstreaming across the government.
- (ii) Review recent work plans and reports for DWD and other relevant departments of MWCSW and assess actual contributions made by DWD to the overall mandate of both DWD and MWCSW.
- (iii) Review DWD organizational and management structure.
- (iv) Review the allocation of business across different DWD divisions in the context of its vision/mission.

Appendix 3

- (v) Review mechanisms in place for planning and monitoring work plans for DWD and how those mechanisms link to the work planning process of MWCSW.
- (vi) Review the staffing structure of DWD, i.e., number of staff, classifications, and job descriptions, and assess DWD institutional capacity at central and district levels.
- (vii) Review structures and procedures in place to carry out work plans from each division of DWD and the DWD management reporting systems and requirements.
- (viii) Review human resource capabilities and requirements of DWD and prepare a long-term human resources development plan that incorporates a detailed plan for developing DWD.
- (ix) Assess the extent to which the capabilities and experience of staff in DWD match expectations of outputs from DWD in the work plans and vision/mission of both DWD and MWCSW; and give recommendations for different skills and capacities required to carry out the revised mandate of DWD and MWCSW.
- (x) Assess mechanisms in place at DWD that facilitate leadership and innovation from the staff and recommend changes to existing structures and procedures that will facilitate and encourage leadership and innovation as DWD's new role evolves.
- (xi) Assess coordination mechanisms in place between internal divisions of DWD (particularly between district and central levels), and between DWD and MWCSW and other branches of the government (including DWD and other government agencies at the district level), and recommend new procedures, mechanisms, capacities, and tools that might be appropriate to facilitate greater coordination, especially in areas such as monitoring and evaluation.¹
- (xii) Once the results of the audit are finalized, also review and refine the specific terms of reference (TOR) for the technical assistance (TA) consultants. Formulate an overall TA work plan, and monitor and report periodically on the progress of activities, guide the activities of the consultants, and manage administration and the budget.

B. Institutional Development Specialist (domestic, 18 person-months)

4. The domestic IDS will have at least 10 years of experience with human resources and of management change in the public sector in Nepal. He/she will assist the international IDS in carrying out the institutional audit of DWD and therefore the institutional, managerial, and human resource reviews. The domestic IDS will act as deputy team leader and will support activities relating to capacity building and staff development. In the absence of the international IDS, the deputy team leader will carry out activities in accordance with the work plan, particularly the following:

- (i) Using the human resource inventory, assess the current human resources, staff deployment, and skills mix in DWD staff in light of gender mainstreaming.

¹ The organizational audit should be carried out in a participatory manner that ensures input from staff from all levels of DWD and MWCSW as well as a representational sample from other government agencies with which DWD interacts.

- (ii) Using the institutional assessment, review the roles and functions of DWD in gender mainstreaming, and the TOR for the gender focal points.
- (iii) Review recruitment, deployment, promotion, and career development for DWD women staff for the preparation of affirmative actions.
- (iv) Identify the capacity gap between current human resources in DWD and the tasks required for gender mainstreaming and focal point, and assess training needs of key staff in accordance with the institutional assessment conducted under the TA.
- (v) Define the training and capacity-building needs of DWD staff.
- (vi) Prepare a human resource development strategy for gender mainstreaming with a staff development and training plan.
- (vii) Identify the areas that require strengthening.

C. Project Management Expert (domestic, 24 person-months)

5. The Expert will have at least 10 years of experience in management/implementation of externally-funded Projects. He/She will have practical experience in developing creative approaches and support to translate Government gender policies into doable actions. He/she will do the following:

- (i) Assist the project manager in coordinating all activities with the concerned line ministries, implementing agencies, service providers, and district and village development committees.
- (ii) Assist the DWD in conducting workshops at the center and district levels to develop a common vision for the Project.
- (iii) Assist the project manager in formulating annual work plans.
- (iv) Prepare progress reporting formats for the use of the Project.
- (v) Assist DWD/women development staff to identify suitable nongovernment organizations/community-based organizations and developing detailed selection criteria district-specific.
- (vi) Monitor the implementation of quick-impact activities and disaggregate benefits to participants by ethnicity, caste, and gender.
- (vii) Assist the project manager in preparing quarterly progress reports for submission to the Asian Development Bank (ADB).
- (viii) Participate in steering committee meetings for the Gender Equality and Empowerment of Women (GEEOW) Project.
- (ix) Assist in contract management for the execution of projects.

Appendix 3

- (x) In collaboration with the project team of the GEEOW Project, prepare statements of work and documents, such as the request for proposal.
- (xi) When required, assist in evaluating of proposals, developing and preparing negotiation strategy, and negotiating contracts.

D. Gender Planning Specialist (domestic, 18 person-months)

6. The specialist will have at least 10 years of practical experience in mainstreaming gender in sector projects and in supporting the translation of Government gender policies into doable actions. The specialist will be the principal gender resource advisory person to DWD, providing input and assistance to the central and district project management units and ensuring gender and social inclusion throughout the Project. He/she will do the following:

- (i) Assist DWD to develop and implement a comprehensive gender mainstreaming strategy to strengthen DWD's role as gender mainstreaming agent in the local government.
- (ii) Work closely with the IDS to design and disseminate gender training programs and materials, assist in initial training of project staff and others in gender and social inclusion awareness and methodologies to ensure that all targeted groups participate fully and equitably in project activities.
- (iii) Develop appropriate gender and social indicators to monitor project performance and results.
- (iv) Review project implementation plans and strategies to ensure adequate and appropriate gender-sensitive indicators are incorporated.
- (v) Train women development officers in the districts and provide them with technical backstopping in gender and social inclusion strategies.
- (vi) Review and assess the mandate, organizational structure, and capacity of district and village development committees in integrating gender perspectives into their operations.

E. Procurement Specialist (domestic, 12 person-months)

7. The specialist will have a degree in accounting, finance, and/or administration. Having a masters degree is an added advantage. He/she must have at least 8 years of work experience in externally-funded projects. The specialist will (i) help familiarize DWD with ADB's procurement rules and guidelines; (ii) prepare a template of TOR for service providers; (iii) assist DWD in preparing customized bidding documents and requests for proposals, including standardized forms to be used for international and local shopping methods; and (iv) assist DWD in evaluating proposals from service providers. In coordination with the GEEOW project team, the specialist will initiate the procurement process, and participate in selecting the shortlists and pre-qualifying suppliers.

SELECTION CRITERIA FOR COMMUNITIES

A. Selecting Village Development Committees

1. The project area includes 5 village development committees (VDCs) from each district of the Western cluster and 6 VDCs from each district of the Central cluster. The district project teams (DPT), with endorsement from the district implementation coordination committee (DICC), will select the VDCs for implementing the Project on the basis of recommendations from the VDCs themselves, local communities, and the women development office (WDO). The general selection criteria will be the following:

- (i) More than 50% of population income poor
- (ii) More than 60% of population has less than 0.5 hectare (ha) of agricultural land
- (iii) More than 40% of population is dalit and low caste/ethnic minorities
- (iv) No other agencies are implementing the same activities in the area, but partnership for implementation with other programs is possible.
- (v) Other cluster-and district-specific selection criteria will be elaborated by the DPTs, DICC, and central project management team.

Selecting Communities

2. The following basic selection criteria for communities to successfully identify poor and very poor households will be used by the DPTs and DICC:

- (i) Income of the poor is less than NRs4,400 per capita.¹
- (ii) Food availability from production is less than 4 months.
- (iii) Land holding is less than 0.15 ha per household labor.
- (iv) There is no access to basic health, education, and drinking water services.
- (v) Level of annual underemployment of adult labor is more than 30%.
- (vi) Dalit, low caste, and ethnic minorities are found
- (vii) Local norms (if any) for identifying the poor²
- (viii) Other district-specific selection criteria will be elaborated by DICC and DPT.

Selecting Women Savings and Credit Cooperatives (SCC)

3. In the economic empowerment component, grant funds to match internally generated savings for the SCCs in the hills and mountains districts will be provided. The following basic selection criteria will qualify an SCC:

- (i) It is legally registered under Cooperative Act 1992 in the District Cooperative Office.
- (ii) It has more than 100 members.
- (iii) Its share capital is at least 20% of the total asset.
- (iv) Total savings amount to more than NRs50,000 and average savings more than NRs400 per member.
- (v) It has regular (weekly, monthly) savings mobilization.
- (vi) It has at least 1 year of satisfactory operation as a registered SCC.
- (vii) Over 90% of loanable funds are disbursed to members, with 100% loan recovery.

¹ This level of income is defined as the national poverty line as established by the Central Bureau of Statistics and is widely used by government and social agencies as an indicator of poverty levels in Nepal.

² 'Perceptions' of community members and local agencies (government and non-government) to identify poor communities is crucial.

- (viii) Personnel, administrative, loan, savings and financial policy are in place and a board of directors and management have proven capable of administering agreed-upon policy as well as supervising financial transactions undertaken by the SCC.
- (ix) It has the double entry system of bookkeeping and established system of voucher preparation, voucher posting with at least savings ledger, loan ledger and main ledger that are up-to-date.
- (x) A balance sheet and income statements are prepared at least monthly and the staff can prepare financial statements.
- (xi) The SCC is a member of the district SCCs union, where available, and has regular linkages with the district cooperative office and other institutions working on issues of empowerment of women.

SELECTION CRITERIA FOR NGOS

The criteria for prequalifying national NGOs follow:

- (i) Is legally registered (at least 3 years) as NGO at the central level;
- (ii) Demonstrates institutional capacity (including sufficient qualified human resources) to successfully implement the project activities;
- (iii) Demonstrates focus on gender and socially excluded groups, in particular dalits;
- (iv) Has externally audited accounts with current certified financial statements.
- (v) Has no political identity and operates on a transparent and democratic manner; and
- (vi) Specific criteria related to required expertise will be spelled out as terms of reference for national NGOs.

The criteria for district-level NGOs (i.e., with decentralized office in the district) follow:

- (i) Is legally registered (at least 3 years) as NGO with the district administration office;
- (ii) Is allowed by their statutes to engage in community development activities;
- (iii) Has proven track record of at least 3 years in similar types of community development activities as envisaged under the Project;
- (iv) Has externally audited accounts with current certified financial statements;
- (v) Demonstrates institutional capacity (including sufficient qualified human resources) to successfully implement the project activities,
- (vi) Demonstrates focus on gender and socially excluded groups in its community development work; and
- (vii) Other district-specific criteria to be developed by DPTs in cooperation with the district branch of the NGO Federation and a representative from the Dalit NGO Federation.

Priority will be given to district-level development NGOs focusing on women or gender or on dalits and working at the community/village level. District-level NGOs with a political identity and not operating in a transparent and democratic manner are not eligible for the Project.

COST ESTIMATES AND FINANCING PLAN

Table A7.1: Project Cost Estimates
(\$ million)

Component	Foreign Exchange	Local Currency	Total Cost
A. Economic Empowerment			
1. Programs for Promoting Income Generation	0.00	1.54	1.54
2. Programs for Promoting Microfinance	0.00	1.10	1.10
Subtotal	0.00	2.64	2.64
B. Legal Empowerment			
1. Legal Awareness Raising and Education	0.00	0.23	0.23
2. Creating an Enabling Legal and Administrative Environment	0.00	0.22	0.22
3. Staff Salaries	0.00	0.35	0.35
Subtotal	0.00	0.80	0.80
C. Social Empowerment			
1. Enhanced Social Processes	0.10	1.03	1.13
2. Household Technology Fund	0.00	1.04	1.04
3. Community Infrastructure Fund	0.25	4.83	5.09
4. Recurrent Cost	0.00	0.25	0.25
Subtotal	0.35	7.15	7.50
D. Institutional Strengthening and Project Management			
1. Strengthening Gender Mainstreaming Mechanisms of DWD and WDO	0.28	0.25	0.53
2. Strengthening Gender Mainstreaming Mechanisms of Local Bodies	0.24	0.25	0.48
3. Central Project Management Team			
a. Vehicles and Equipment	0.04	0.04	0.07
b. Staff Salaries	0.00	0.06	0.06
c. Recurrent Expenses	0.00	0.31	0.31
4. District Project Management			
a. Physical Facilities	0.04	0.11	0.15
b. Staff Salaries	0.00	0.20	0.20
c. Recurrent Expenses	0.02	0.21	0.23
Subtotal	0.62	1.42	2.04
Base Cost	0.97	12.01	12.98
Physical Contingency	0.05	0.60	0.65
Price Escalation	0.04	1.62	1.65
Service Charge	0.22	0.00	0.22
Total Cost	1.28	14.22	15.50

DWD = Department of Women Development, WDO = women development office.

Source: Asian Development Bank estimates.

Table A7.2: Project Components, by Year
(\$ million)

Component	2007	2008	2009	2010	2011	Total
A. Economic Empowerment						
1. Programs for Promoting Income Generation	0.17	0.24	0.50	0.50	0.12	1.54
2. Programs for Promoting Microfinance	0.80	0.08	0.08	0.07	0.07	1.10
Subtotal	0.97	0.33	0.59	0.57	0.19	2.64
B. Legal Empowerment						
1. Legal Awareness Raising and Education	0.00	0.11	0.06	0.06	0.00	0.23
2. Creating an Enabling Legal and Administrative Environment	0.03	0.12	0.07	0.00	0.00	0.22
3. Staff Salaries	0.06	0.07	0.07	0.07	0.07	0.35
Subtotal	0.09	0.30	0.20	0.13	0.07	0.80
C. Social Empowerment						
1. Enhanced Social Processes	0.00	0.54	0.55	0.04	0.00	1.13
2. Household Technology Fund	0.02	0.21	0.25	0.27	0.27	1.04
3. Community Infrastructure Fund	0.03	1.26	1.26	1.26	1.26	5.09
4. Recurrent Cost	0.05	0.05	0.05	0.05	0.05	0.25
Subtotal	0.10	2.07	2.12	1.63	1.59	7.50
D. Institutional Strengthening and Project Management						
1. Strengthening Gender Mainstreaming Mechanisms of DWD and WDS	0.25	0.10	0.10	0.04	0.04	0.53
2. Strengthening Gender Mainstreaming Mechanisms of Local Bodies	0.17	0.13	0.10	0.05	0.03	0.48
3. Central Project Management Team						
a. Vehicles and Equipment	0.03	0.02	0.01	0.01	0.00	0.07
b. Staff Salaries	0.01	0.01	0.01	0.01	0.01	0.06
c. Recurrent Expenses	0.06	0.06	0.06	0.06	0.06	0.31
4. District Project Management						
a. Physical Facilities	0.15	0.00	0.00	0.00	0.00	0.15
b. Staff Salaries	0.04	0.04	0.04	0.04	0.04	0.20
c. Recurrent Expenses	0.05	0.05	0.05	0.05	0.05	0.23
Subtotal	0.77	0.41	0.38	0.25	0.22	2.04
Base Cost	1.92	3.11	3.29	2.58	2.08	12.98
Physical Contingency	0.10	0.16	0.16	0.13	0.10	0.65
Price Escalation	0.04	0.23	0.41	0.47	0.50	1.65
Service Charge	0.01	0.02	0.04	0.07	0.08	0.22
Total Cost	2.06	3.51	3.91	3.25	2.76	15.50

DWD = Department of Women Development, WDS = women development section.

Source: Asian Development Bank estimates.

THE DEPARTMENT OF WOMEN DEVELOPMENT (DWD)

1. **Ministry of Women, Children, and Social Welfare.** The Ministry of Women, Children and Social Welfare (MOWCSW) has the mandate to mainstream women's empowerment and gender into all government programs and policies. Programs for empowerment and gender mainstreaming are executed by the Department of Women Development (DWD), which was originally formed as the Women Development Office (WDO) of the Ministry of Local Development to implement the Production Credit for Rural Women project in 1982. The section became a department (the Women Development Department) in 1991, and then was transferred to the MOWCSW as DWD in 2000.
2. **Department of Women Development.** DWD has the mandate to improve the quality of life, increase the socioeconomic status of women, and bring gender equity in Nepalese society. It focuses specifically on the income poor and disadvantaged women and their households. DWD implements the Women Development Program (WDP), comprising three principal projects: (i) Production Credit for Rural Women, (ii) Micro Credit Project for Women (MCPW); and, (iii) Women's Awareness and Income Generation Program ('*Jagriti*'). DWD coordinates programming with government, nongovernment organizations (NGOs), financial institutions, and funding agencies.
3. DWD has a central administrative unit responsible for overall planning, implementation, monitoring and evaluation of WDP in Kathmandu. DWD implements through 75 district offices (referred to as WDO), one in each district of Nepal) and 96 unit suboffices. The director general heads the department and takes overall responsibility for program implementation. He is supported by directors, officers, and assistants. The program is implemented at the district level, with a high degree of decentralized management authority and operational autonomy, through the WDO headed by the women development officers (WDOs), assisted by a supervisor, an accountant and several women development assistants (WDAs). Currently involved with the WDD is a staff of 973. All WDOs and WDAs are female staff. Within the Nepalese bureaucracy, DWD has the largest number of female staff working at the grassroots level.
4. DWD staff are directly involved in group formation,¹ training, community development, and institutional development components of the WDP. DWD, during two decades of experience implementing projects to empower women in rural Nepal, has built a national infrastructure and network that reaches every district of Nepal. DWD staff are noted for their dedication and commitment to development principles and the department's work. At the district level, WDO generally enjoys strong support of the line agencies, NGOs, and the community at large.
5. The principal and most negative factor affecting DWD is financial constraints. In 2001, the development budget of DWD was cut by more than 80%, leaving very limited funds for programs and only sufficient resources to maintain the administrative and staff structure. There have been further budget cuts every fiscal year, as part of the overall Government budget reductions arising from the budgetary deficit. This has been demotivational and demoralizing for all DWD staff, in addition to the fact that all WDO positions are temporary and on 6-month contracts. Active programs in DWD are limited to those districts with ongoing externally funded projects. Consequently, there is a large reserve of underutilized human resource capacity in DWD. Remobilizing and remotivating department staff constitute a human resource management challenge.

¹ WDO staff retain a strong reputation for effective group formation and social mobilization, especially among isolated and marginalized groups of women.

6. Political uncertainty and the lack of political commitment to DWD activities, resulting in no budget allocation, were also identified as constraints. Government policy was unclear regarding the mandate and functions of DWD, and there was no clear-cut policy mandate for other government agencies to collaborate with DWD. In July 2003 a new Cabinet decision was passed that defines the WDO as the focal agency in the district for matters relating to women, minors, the disabled, the aged, and to work with NGOs, i.e. representing the full mandate of the MOWCSW (Supplementary Appendix F). This implies that WDO will act as facilitator and coordinator, rather than implementer, and will procure the services of partner agencies and oversee them in the implementation of activities. The responsibility for implementation rests with district line agencies, community-based organizations/NGOs, Village Development Committees/District Development Committees, and private sector groups with proven track records of successfully implementing community-based projects. The MOWCSW becomes more of an oversight agency to ensure that women have appropriate access to development programs.

7. To fulfill this expanded and new role (facilitating, monitoring, supervising, and technical backstopping rather than direct project implementation), the capacity of DWD at all levels needs to be enhanced. In addition to identified training and professional development needs, most district-level WDO offices will require additional staff (Table A8) and improved office facilities. The central-level DWD will require upgrading of systems capability to monitor, evaluate, and report.

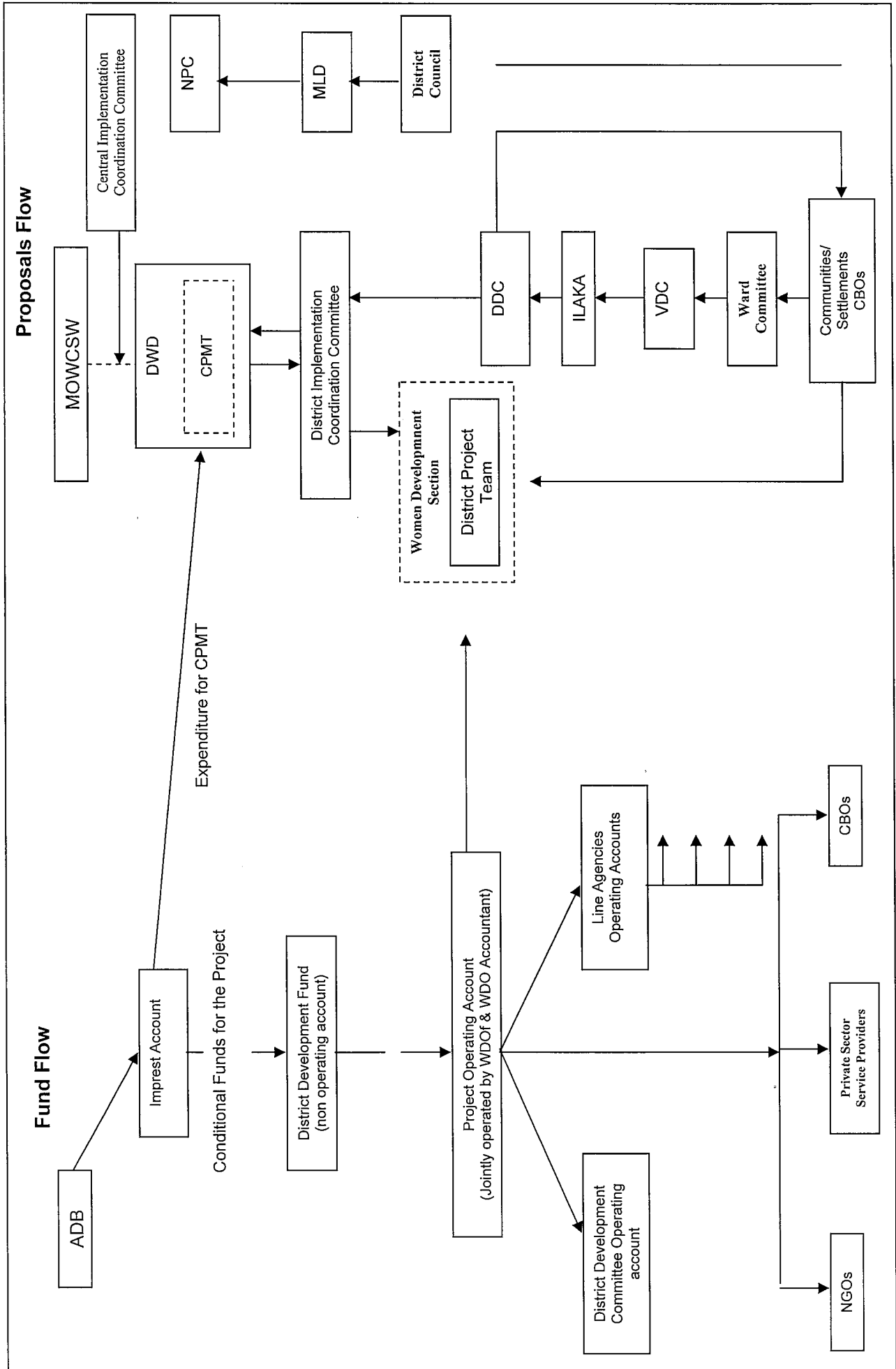
Table A8: DWD District Staff Resources in the Project Area

District	WDO	Supervisor	Asst. Accountant	Women Workers	Women Volunteers	Office Clerk	Peon	Total
Achham	1	1	1	2	1	0	2	8
Baitadi	1	1	1	3	2	0	1	9
Bajhang	1	0	1	2	2	1	1	8
Bajura	1	0	1	1	2	0	1	6
Doti	1	0	1	1	4	1	1	9
Jumla	0	1	1	3	1	0	1	7
Kalikot	0	1	1	0	1	0	1	4
Mugu	0	1	0	0	2	0	1	4
Subtotal Western Cluster	5	5	7	12	15	2	9	55
Bara	1	1	1	2	4	1	1	11
Dhanusha	1	1	1	2	2	1	1	9
Sarlahi	1	1	1	3	3	1	2	12
Sindhuli	1	1	1	1	4	0	2	10
Rautahat	1	0	1	3	3	1	1	10
Ramechhap	1	1	0	1	3	0	1	7
Mahottari	1	1	1	2	1	1	2	9
Subtotal Central Cluster	7	6	6	14	20	5	10	68
Total	12	11	13	26	35	7	19	123

WDO = women development officer, DWD = Department of Women Development.

Source: DWD.

PROJECT IMPLEMENTATION FRAMEWORK AND FLOW OF FUNDS



ADB = Asian Development Bank, CBO = community-based organization, CPMT = central project management team, DDC = district development committee, DWD = Department of Women Development, MLD = Ministry of Local Development, MOWCSW = Ministry of Women, Children and Social Welfare, NGO = nongovernment organization, NPC = National Planning Commission, VDC = village development committee, WDO = women development office, WDOF = women development officer.

CONSULTING SERVICES FOR PROJECT MANAGEMENT AND CAPACITY BUILDING

1. The consulting services are designed to strengthen the management and institutional capacity of the Department of Women Development (DWD) and the implementation and management of the Project. The consultants will:

- (i) help design and implement appropriate institutional strengthening programs for DWD/women development office (WDO);
- (ii) help develop the capacity of local organizations and local subcontracting agencies to implement subprojects;
- (iii) help design and deliver appropriate training packages as required for the various project components;
- (iv) have expertise in project management, gender and development approaches, community mobilization techniques and strategies, project monitoring and evaluation, contracting and procurement, financial management and accounting, and management information systems (MIS) development;
- (v) strengthen and build the capacities of the CPMT and district project team (DPT) to improve management capacities for implementing the project; and
- (vi) establish and operate a MIS and project performance monitoring system (PPMS) with DWD.

2. Consultant time is front-loaded to assist in early start-up and implementation by helping develop and institutionalize procedures and establish the project institutional framework and management structures. Follow-up consultancy assignments are designed to assess the impact of prior interventions and suggest procedural changes if required. As the Project evolves, the need for consultants typically diminishes significantly. However, if additional or extended consultant needs are identified, project funds can be reallocated accordingly.

3. Table A12 summarizes the consulting services needed for the duration of the Project.

Table A12: Consulting Services Requirements

Consultant Level and Position	Person-Months	
	International ^a	Domestic ^b
Institutional Development Specialist	4+1+1	
Monitoring Evaluation and Management Information System Specialist	4+1+1	
Gender & Development Specialist	4+3+2+1	
Gender / Social Development Specialist		60
Financial Management Specialist		60
Monitoring and Evaluation Specialist		30
Total:	22	150

Source: RRP.

^a Where the number of person months is given as #+#+, it indicates # months in the first year of project implementation and # months in the second year.

^b National level consultants' time allocation is in aggregated person-months over the length of the project.

A. International Consultants

4. **Institutional Development Specialist (IDS).** The IDS will work with DWD at the central project management unit to develop organizational and institutional capacity-building frameworks to enable DWD to address the identified capacity needs. The IDS will lead the organizational audit of DWD. The IDS will (i) review overall vision, mission, and mandate of DWD and how the DWD contributes to the mandate of the Ministry of Women, Children and social Welfare (MOWCSW) as facilitators and coordinators for gender mainstreaming across the government; (ii) review recent work plans and reports of DWD and other relevant departments of MOWCSW and assess actual contributions made by DWD to the overall mandate of both DWD and MOWCSW; (iii) review DWD organizational and management structure; (iv) review the allocation of business across different DWD divisions in the context of its vision/mission; (v) review mechanisms in place for planning and monitoring work plans for DWD and how these link to work planning process of MOWCSW; (vi) review the staffing structure of DWD i.e. number of staff, classifications and job descriptions and assess institutional capacity at central and district levels; (vii) review structures and procedures in place to carry out the work plans from each division of DWD and the DWD management reporting systems and requirements; (viii) review human resource capabilities and requirements of DWD and prepare a long-term human resources development plan that incorporates a detailed plan for capacity development for DWD, MOWCSW, and other relevant government agencies for the duration of the Asian Development Bank-supported empowerment of women project; (ix) assess the extent to which the capabilities and experience of staff in DWD match the expected outputs in the work plans and vision/mission of both DWD and MOWCSW and recommend different skills and capacities required to carry out the revised mandate of both; (x) assess mechanisms in place that facilitate leadership and innovation from staff at DWD and recommend changes to existing structures and procedures within DWD that will facilitate and encourage leadership and innovation as DWD's new role evolves; (xi) assess coordination mechanisms in place between internal divisions of DWD (particularly between district and central levels), and between DWD and MOWCSW and other branches of the government (including DWD and other government agencies at the district level), and recommend new procedures, mechanisms, capacities, and tools that might be appropriate to facilitate greater coordination, in monitoring and evaluation.

5. The organizational audit should be carried out in a participatory manner that ensures input from staff at all levels of DWD and MOWCSW as well as a representational sample from other government agencies with which DWD interacts.

6. The recommendations expected from these tasks require a senior consultant with at least 15 years of experience with human resources and change management in the public sector. Experience with implementing policies associated with gender mainstreaming and employment equity will also be necessary.

7. **Monitoring, Evaluation, and MIS Specialist.** The specialist will work closely with the DWD monitoring, evaluation and coordination unit to: (i) review current monitoring formats and procedures, (ii) establish a gender-disaggregated project database for monitoring gender indicators, (iii) develop and implement a computerized MIS suitable for the identified requirements of DWD, and (iv) validate and test the quality of the data from the databases.

8. **Gender and Development Specialist.** The specialist will (i) assist DWD to develop and implement a comprehensive gender mainstreaming strategy to strengthen DWD's role as gender mainstreaming agent inside the government; (ii) work closely with the gender and social

development specialist to design and disseminate gender training programs and materials, assist in initial training of project staff and others in gender and social inclusion awareness and methodologies to ensure that all target groups fully and equitably participate in project activities; (iii) review project planning, development, and implementation to ensure full integration of gender and social inclusion at each level of the project; (iii) develop appropriate gender and social indicators to monitor project performance; (iv) liaise with the community-based water supply and sanitation (CBWSS) gender resource persons to synchronize project gender strategies and policies, particularly in the overlapping Cluster A districts; and (v) liaise with the World Bank Measuring Empowerment and Social Inclusion (MESI) Project to develop appropriate project indicators and measurement for gender and social inclusion.

B. Domestic Consultants

9. **Gender and Social Development Specialist.** The specialist will be the principal gender resource advisory person to DWD, providing input and assistance to the central and district project management units to ensure gender mainstreaming and social inclusion throughout the project. The specialist will (i) review project implementation plans and strategies to ensure adequate and appropriate gender-sensitive indicators are incorporated; (ii) train and provide technical backstopping (as required) to women development officers in the districts regarding gender and social inclusion strategies; (iii) facilitate liaison with the CBWSS gender resource persons to synchronize project gender strategies and policies, particularly in the overlapping Cluster A districts; and (iv) liaise with the MESI project to develop appropriate project indicators and measurement for gender and social inclusion.

10. **Financial Management Specialist.** The specialist will work closely with the DWD central-level administration and accounts units, and with the district-level financial officers of the WDO to (i) develop and implement appropriate financial and accounting systems for the Project to meet the requirements of Government and ADB, both at the central and district levels; (ii) monitor financial disbursements and all administrative procedures; (iii) advise and guide community-based organizations in developing appropriate subproject accounting and financial monitoring systems; (iv) integrate procedures and systems with the MIS being developed with DWD to track project management performance.

11. **Monitoring and Evaluation Specialist.** The specialist will work closely with the DWD monitoring, evaluation and coordination unit and the DWD central-level administration and accounts units to (i) determine information needs for project monitoring and reporting, (ii) establish monitoring parameters of project related activities, (iii) oversee the establishment of a comprehensive monitoring database to meet the requirements of the sectoral monitoring unit and the Project, (iv) develop monitoring procedures for central and district project management units, and (v) orient and train central and district staff in monitoring procedures.

SUBMISSION 1
REPORT ON SHORTLISTING OF CONSULTING FIRMS
(QCBS Method)

Loan Number/Country/Project Title : _____

Consulting Package Number : _____

Name of Executing Agency : _____

Report Submitted by : _____

Name : _____

Signature : _____

Position : _____

Date : _____

1. **The CSC Members**
[List names of members according to ministry/department/agency and designation in a table format]
2. **Type of Proposal: FTP/STP/BTP**
[Select type of proposal used]
3. **Budget for Consulting Services Contract:** US\$ _____
4. **Comments on draft RFP including Data Sheet, TOR, and draft Contract:**
[Prepare TOR and complete Data Sheet (Form 8.1). EAs are advised to avoid making modifications to the standard documentation unless absolutely necessary due to government policy, e.g. applicable law or arbitral procedure. Any proposed deviations from, and changes to, the standard ADB documents are highlighted in this section and a detailed justification must be provided for each such change.]
5. **Criteria for Evaluating Technical Proposals**
[Prepare appropriate summary evaluation sheets⁴ (Forms: EV 1.1/EV 1.2/EV 1.3), personnel evaluation sheets⁵ (Form EV 3.1) and the narrative evaluation criteria. Provide weights for each criterion in the summary evaluation sheet and detailed information on how to apply these weights and, if necessary, to distribute them to sub-criteria in narrative evaluation criteria.]
6. **Shortlisting Criteria**
[Apply the following criteria for the shortlisting of the consulting firms for the loan project:
 - (i) *Experience of the firm with projects of similar nature: (Insert further appropriate details)*
 - (ii) *Experience of the firm in the project country or in the region: (Insert further appropriate details)*
 - (iii) *Others: (Include other shortlisting criteria and provide appropriate details)]*

⁴ Appropriate templates for the 3 types of proposals are: (i) FTP–Form EV 1.1, (ii) STP–Form EV 1.2, and (iii) BTP–Form EV 1.3.

⁵ The Form EV 3.1 is the same for all types of QCBS proposals.

7. Proposed Shortlist of Consultants

[List names of Consulting Firms, and their country of incorporation]

8. Comments on Shortlisted Firms

[Reasons for including more than one firm per country, if it is the case]

9. Proposed Schedule of Recruitment Activities⁶

Date

(i)	CSC shortlisting meeting	_____
(ii)	SUBMISSION 1 submitted to ADB	_____
(iii)	Receipt of ADB's approval of SUBMISSION 1	_____
(iv)	Issuance of RFP	_____
(v)	Deadline for receipt of Proposals	_____
(vi)	CSC technical proposal evaluation	_____
(vii)	SUBMISSION 2 submitted to ADB	_____
(viii)	Receipt of ADB's approval of SUBMISSION 2	_____
(ix)	Public opening of financial proposals	_____
(x)	CSC financial evaluation and ranking of Proposals	_____
(xi)	SUBMISSION 3 submitted to ADB	_____
(xii)	Receipt of ADB's approval of SUBMISSION 3	_____
(xiii)	Commencement of contract negotiations	_____
(xiv)	SUBMISSION 4 submitted to ADB	_____
(xv)	Receipt of ADB's approval of SUBMISSION 4	_____
(xvi)	Signing of Contract	_____
(xvii)	SUBMISSION 5 submitted to ADB	_____
(xviii)	Notice to proceed and mobilization	_____
(xix)	Commencement of services	_____
(xx)	Completion of services	_____

10. Consultant Recruitment Activity Monitoring (CRAM)

[Update and confirm schedule in CRAM]

We request ADB's approval of our shortlist of consulting firms, the criteria for evaluation of technical proposals, the draft RFP, and the draft contract.

Attachments:

Attachment 1	Minutes of CSC meeting
Attachment 2	Budget for consulting services including details of provisional sum and contingency
Attachment 3	Draft RFP with TOR, Data Sheet (Form EV 8.1), Summary Evaluation Sheet ⁷ (Forms: EV 2.1/EV 2.2/EV 2.3), Personnel Evaluation Sheets (Form EV 3.2), and Draft Contract
Attachment 4	Narrative Technical Evaluation Criteria
Attachment 5	Updated CRAM

⁶ Lead time for each activity could be based on the CRAM.

⁷ Appropriate templates for the 3 types of proposals are: (i) FTP – Form EV 1.1, (ii) STP – Form EV 1.2, and (iii) BTP – Form EV 1.3.

SUBMISSION 2
REPORT ON EVALUATION OF TECHNICAL PROPOSALS
(QCBS Method)

Loan Number/Country/Project Title : _____

Consulting Package Number : _____

Name of Executing Agency : _____

Report Submitted by : _____

Name : _____

Signature : _____

Position : _____

Date : _____

1. **The CSC Members**
[List names of members according to ministry/department/agency and designation in a table format]
2. **Result of CSC Evaluation of Technical Proposals**
[List name of consultant, country, and score in a table format]
3. **Narrative Comments on the Technical Proposals:**
[CSC's comment on the strengths and weaknesses of each technical proposal including comments on personnel evaluated as "below average."]
4. **Proposed Date of Public Opening of Financial Proposals:**
[Indicate the location and date of public opening.]
5. **Consultant Recruitment Activity Monitoring (CRAM)**
[Update CRAM. Indicate reasons for any delay and remedial actions taken.]

We request ADB's approval of our evaluation of the technical proposals. We will then publicly open the financial proposals of the technically qualified consultants for financial evaluation and ranking.

Attachments:

Attachment 1	Summary of Evaluation Sheet ⁸ (Forms EV1.1/ EV1.2/ EV 1.3) <i>[Provide the appropriate evaluation sheet for the type of proposal selected]</i>
Attachment 2	Personnel Evaluation Sheets ⁹ (Form EV 3.1)
Attachment 5	Updated CRAM

⁸ The appropriate templates for the 3 types of proposals are: (i) FTP–Form EV 1.1, (ii) STP–Form EV 1.2, and (iii) BTP–Form EV 1.3.

⁹ The Form EV 3.1 is the same for all types of QCBS proposals.

SUBMISSION 3
REPORT ON FINANCIAL EVALUATION AND RANKING OF PROPOSALS
(QCBS Method)

Loan Number/Country/Project Title : _____
Consulting Package Number : _____
Name of Executing Agency : _____
Report Submitted by : _____
Name : _____
Signature : _____
Position : _____
Date : _____

1. The CSC Members

[List names of members according to ministry/department/agency and designation in a table format]

2. Evaluation

[The calculation sheets¹⁰ used for the evaluation of financial proposals will have to be submitted to ADB upon request; list name of consultant, country, score and rank on a table format; provide narrative comments on adjustments/corrections made to the financial proposals of the firms.]

3. Consultant Recruitment Activity Monitoring (CRAM)

[Update CRAM. Indicate reasons for any delay and remedial actions taken.]

We request ADB's approval to have contract negotiations with *[insert name of first-ranked firm]*, the first-ranked evaluated firm, commencing on *[insert date]* at *[insert location]*.

Attachments:

Attachment 1	Minutes of CSC meeting on evaluation
Attachment 2	Record of attendance at public opening (Form EV 4.1)
Attachment 3	Record of proposal total prices (Form EV 4.2)
Attachment 4	Completed Summary Evaluation Sheet of financial proposals of individual firms (Form EV 5.6)
Attachment 5	Completed Summary Evaluation Sheet for financial proposals for all firms (Forms EV 6 and EV 6.1)
Attachment 6	Completed Summary of Ranking Sheet (Form EV 7)
Attachment 7	Updated CRAM

¹⁰ ADB will provide templates of calculation sheets upon request.

SUBMISSION 4
DRAFT NEGOTIATED CONTRACT
(QCBS Method)

Loan Number/Country/Project Title : _____

Consulting Package Number : _____

Name of Executing Agency : _____

Report Submitted by : _____

Name : _____

Signature : _____

Position : _____

Date : _____

1. Comments on Contract Negotiations

[Any changes to ADB's standard contract should be highlighted and explained with adequate justification. In case of unsuccessful negotiations, ADB is to be informed in detail on the reasons for the failure of negotiations. ADB approval must be requested before the next-ranked firm can be invited for contract negotiations.]

2. Consultant Recruitment Activity Monitoring (CRAM)

[Update CRAM. Indicate reasons for any delay and remedial actions taken.]

We request ADB's approval of the negotiated contract with the successful consulting firm
[name of firm].

Attachments:

Attachment 1	Minutes of Contract Negotiations
Attachment 2	Draft negotiated contract with appendixes A, B, C and D
Attachment 3	Updated CRAM

**SUBMISSION 5
SIGNED CONTRACT
(QCBS Method)**

Loan Number/Country/Project Title : _____
Consulting Package Number : _____
Name of Executing Agency : _____
Report Submitted by : _____
Name : _____
Signature : _____
Position : _____
Date : _____

Consultant Recruitment Activity Monitoring (CRAM)

[Update CRAM. Indicate reasons for any delay and remedial actions taken.]

We are submitting a copy of the signed contract with the consulting firm for ADB's record [*name of firm, country*].

Attachments:

Attachment 1	Signed contract with appendixes A, B, C, and D
Attachment 2	Updated CRAM

Consultant Recruitment Activity Monitoring (CRAM)

A.	Loan No. and Title		Last edited by: on
B.	Contract Budget (US\$)	2,800,000	
C.	Selection Method	QCBS	
D.	Type of Technical Proposal	Full	
E.	Executing Agency (EA)		
F.	EA Contact Person		
G.	Loan Supervision Division of RM		
H.	ADB Project Officer	Initials: Project Assistant:	
I.	ADB COCS Officer	Initials:	
J.	Actual Date of Short-Listing (SL) by EA		

Activity		Responsible Staff	NORM	Planned		Actual			Deviation		Explanation and Action
			Cal. Days	Dates	Cal. Days	Achived Date	Days	Cum. Days	Days	Cum. Days	
1		2	3	4	5	6	7	8	9	10	11
1	EA submitting shortlist to ADB		10	07-06-05	10	11-05-05	-17	-17	-27	-27	
2	ADB CSC-SL meeting		7	14-06-05	17	20-05-05	9	-8	2	-25	
3	Signing of the CSC-SL minutes		5	19-06-05	22	25-05-05	5	-3	0	-25	
4	ADB sending approval of the shortlist to EA		2	21-06-05	24	26-05-05	1	-2	-1	-26	
5	EA issuing RFP		7	28-06-05	31	06-06-05	11	9	4	-22	
6	Proposal submission		45	12-08-05	76	01-08-05	56	65	11	-11	
7	EA CSC-EV meeting		21	02-09-05	97	17-11-05	108	173	87	76	
8	EA submitting technical evaluation report to ADB		10	12-09-05	107	04-01-06	48	221	38	114	
9	ADB CSC-EV meeting		7	19-09-05	114	03-03-06	58	279	51	165	
10	Signing of CSC-EV meeting		5	24-09-05	119	07-03-06	4	283	-1	164	
11	ADB sending approval of technical evaluation to EA		2	26-09-05	121	07-03-06	0	283	-2	162	
12	EA issuing invitation for public opening		7	03-10-05	128						
13	Public opening		14	17-10-05	142						
14	EA signing of overall ranking minutes and submitting to ADB		21	07-11-05	163						
15	ADB-CSC-OR meeting		7	14-11-05	170						
16	Signing of CSC-OR minutes		5	19-11-05	175						
17	ADB sending approval of overall ranking to EA		2	21-11-05	177						
18	EA issuing invitation for contract negotiations		3	24-11-05	180						
19	Commencement of contract negotiations		14	08-12-05	194						
20	Completion of contract negotiations		14	22-12-05	208						
21	EA submitting negotiated contract to ADB		21	12-01-06	229						
22	ADB approval of the negotiated contract		5	17-01-06	234						
23	EA signing of the contract		14	31-01-06	248						
24	Consultant mobilization		14	14-02-06	262						
Total number of days			262								

Footnotes:

- a. Activity NORMS [column 3] are based on calendar days
- b. The base date for planning and monitoring is the date of Short-Listing by EA
- c. PLANNED dates, days and cumulative days [columns 5 and 6 respectively] are derived from the NORMS and are computed as calendar days
- d. ACTUAL achieved dates [column 7] are input by the responsible project officer from the concerned User Division
- e. DEVIATIONS are computed in calendar days and cumulative calendar days [columns 10 and 11]

Guide for completing CRAM sheet:

- a. Row A-J and column 2-6 are completed by ADB
b. Columns 7 and 8 are completed by the EA
c. Columns 8-11 are automatically generated by ADB's CRAM System based on Column 7 inputs

**ASIAN DEVELOPMENT BANK
CONSULTANT SERVICES CONTRACT
LUMPSUM**

Local NGOs, Local Chapters of NGOs, Local Training Institutes and other Services

CONTRACT

This CONTRACT (hereinafter, together with the General Conditions and Appendices A-D attached hereto and forming an integral part hereof, called the Contract) is made on the [day] day of [month] [year], between the Asian Development Bank (hereinafter called ADB) on the one part, and [name of consulting firm, country] on the other part, (hereinafter, called the Consultant). The Consultant has associated with [names of associated firms, country]. Notwithstanding such association, the Consultant shall retain full and undivided responsibility for the performance of obligations and for the satisfactory completion of the Services to be performed under the Contract; and

WHEREAS ADB has agreed to assist the Government of [country] (hereinafter called the Government) by providing technical assistance (hereinafter called the Technical Assistance) to the Government for the [TA no.-country and title of the project] and to this end, an agreement (hereinafter called the Technical Assistance Agreement) was executed between the Government and ADB on the [day] day of [month and year]; and

WHEREAS ADB has requested the Consultant to carry out such work on the terms and conditions hereinafter set forth, the Appendices attached hereto and specific authorizations related thereto, which the Consultant has agreed to do;

NOW THEREFORE the parties hereto agree as follows:

Clause 1. Description of Services. The work to be performed by the Consultant under this Contract (such work being hereinafter called the Services) is more particularly described in the Terms of Reference set forth in Appendix A.

Clause 2. Work-Program. The work-program, including details of activities to be undertaken, is specified in Appendix B. There shall at all times be a Consultant's Coordinator acceptable to the ADB to supervise and coordinate the operations of the staff working under this assignment and who is responsible for liaison between the Consultant, the Government and the ADB.

Clause 3. Work Products. The Consultant shall submit to ADB the work products and reports specified below:¹

¹ The types of work products to be included here are training manuals, training packages, reports, such as an inception, interim and draft final report, etc. Work products can also include items such as workshops, training sessions, etc. If there is a requirement for a draft final report, then the requirement for a final report should include a requirement that the "Final Report shall take into consideration the comments of ADB and the Government". The number of copies of each work product should also be specified, whether translations are required and whether a CD containing the Final Report will be required. The date each work product is due should also be included and stated here. A Final Report: (___ copies to ADB and ___ copies to the Government) and for ADB and the Government, a CD containing the Final Report. These will be submitted within ____ () weeks after the receipt of the comments from ADB and the Government on the Draft Final Report. The Final Report shall take

(i)

(ii)

(iii)

(iv)

Clause 4. Ownership of Reports and Work Products. All reports or work products, in any form, prepared by the Consultant in performing the Services shall be the sole and exclusive property of ADB, and may be made available to the general public at ADB's sole discretion. The Consultant may take copies of such documents and data for uses related to the Services under conditions acceptable to the ADB, but shall not use the same for any purpose unrelated to the Services without the prior written approval of ADB.

Clause 5. Performance of the Services. The Consultant shall carry out the Services with due diligence and efficiency and shall furnish to the Government and ADB such information related to the Services as the Government or ADB may from time to time reasonably request.

Clause 6. Commencement Date. The Consultant shall commence the Services within fifteen (10) calendar days after ADB has given to the Consultant notice to proceed with the Services. It is presently anticipated that fieldwork will commence not later than [**start date**] and be completed by [**completion date**].

Clause 7. Contract Amount. ADB shall pay the Consultants for the Services a lump sum amount of [**amount in words and figure**]. This shall be deemed to cover all costs in connection with the Services.

Clause 8. Payments to the Consultant. (a) ADB shall make payments to the Consultant on the basis of claims submitted by the Consultant to ADB in accordance with the Payment Schedule specified in Appendix C. However, an advance payment, if any, will be paid directly upon issuance of the Notice to Proceed by ADB given in accordance with Clause 6.

(b) The Contract Amount shall be paid in **United States dollars**.

(c) All payments by ADB shall be made to the account of the Consultant with the following details:

Account Name :
Bank Name :
Bank Address :
Account No. :
Swift Code/ABA No. :

into consideration the comments of ADB and the Government. A 500-word (maximum) knowledge summary will be included in the front section of the final report to be delivered on a CD.

Clause 9. Variations. This Contract may be varied by agreement between the parties. All such variations shall be in writing signed by the authorized representative of the Consultant and the Principal Director of Central Operations Services Office on behalf of ADB.

Clause 10. Impossibility of Performance. (a) The Consultant shall promptly notify ADB in writing of any situation or of the occurrence of any event beyond the control of the Consultant, including that of force majeure, which makes it impossible or impracticable for the Consultant to carry out its obligations hereunder. Upon confirmation in writing by ADB of the existence of any such situation or event, or upon failure of ADB to respond to such notice within thirty (30) calendar days, the Consultant shall be relieved from all liability for failure to carry out its obligations.

(b) The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under this Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades and other civil disturbances, epidemics, earthquakes, floods, and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

Clause 11. Suspension and Termination. (a) ADB may, by notice to the Consultant, suspend in whole or in part, the disbursement of funds hereunder if the Consultant shall have failed to carry out any of its obligations under this Contract, or any condition has arisen which, in the reasonable opinion of ADB, interferes, or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purposes of this Contract. ADB may terminate this Contract by notice to the Consultant 14 calendar days after ADB has given notice to the Consultant of suspension of payments under this Contract.

(b) The ADB may at any time, at the option and within the discretion of ADB, terminate this Contract upon not less than (30) calendar days' notice of its intention to terminate.

(c) The ADB may terminate this Contract, effective immediately, in the following events:

- (i) the Technical Assistance Agreement has been terminated; or
- (ii) if ADB determines that the Consultant has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in ADB's Guidelines on the Use of Consultants by the Asian Development Bank and its Borrowers.

(d) The Consultant may, by notice to ADB, terminate this Contract, if payments are not received within thirty (30) calendar days after the due date pursuant to the Payment Schedule specified in Appendix C, and such default has not been remedied within fifteen (15) calendar days after notice has been given by the Consultant. Furthermore, the Consultant may terminate this Contract by 30 calendar days notice to ADB in the event that any condition has arisen which, in the reasonable opinion of the Consultant, interferes with, or threatens to interfere with, the successful carrying out of the Services intended in this Contract.

Clause 12. Termination. Upon the receipt or giving of any notice referred to in Clause 11, if the Consultant is not in default under this Contract and has partly or substantially performed its obligations under this Contract up to the date of termination, and has taken immediate steps to bring the Services to a close in a prompt and orderly manner, Consultant shall be entitled to payment adjusted to reflect the reduction in the Services provided.

Clause 13. Indemnity and Insurance. (a) The Consultant shall be responsible for, and shall indemnify ADB and (if applicable) the Government, in respect of loss and damage to equipment furnished by the Government or ADB, or purchased by the Consultant in whole or in part with funds provided by the Government or ADB. The Consultant shall take out and maintain adequate insurance against loss of or damage to such equipment and materials. The proceeds of such insurance shall be payable in currency freely usable to replace or repair such equipment and materials.

(b) ADB undertakes no responsibility in respect of life, accident, travel or any other insurance coverage for the consultants or personnel to work under this Contract.

Clause 14. Sub-Contracting. The Consultant shall not assign or sublet this Contract or any part thereof except with the prior written consent of ADB and to a sub-Contractor pre-approved by ADB. ADB may in its sole discretion refuse to consent to such sublet or assignment. At all times the Consultant shall retain full responsibility for the performance of approved sub-contractors under this Project.

Clause 15. Accounts and Records (a) The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the payments made accurately reflect Services rendered.

(b) If so requested by ADB, the Consultant shall permit duly authorized representatives of ADB, including auditors selected by ADB, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Contract, and make copies of such documents, accounts and records. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist ADB and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged ADB, the Consultant shall immediately reimburse ADB an amount equivalent to the amount overpaid.

Clause 16. Intellectual Property Rights. (a) The Consultant shall indemnify ADB and the Government from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, ADB and the Government during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Consultant.

(b) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant from ADB funds or

used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

Clause 17. Relationship of Parties. (a) Nothing contained herein or in the Technical Assistance Agreement shall be construed as establishing or creating between ADB and the Consultant a relationship of master and servant or principal and agent.

(b) The Consultant shall during the performance of the Services be an independent contractor retaining complete control over its personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

Clause 18. Authorized Representative of Consultant. Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract, may be taken or executed on behalf of the Consultant by the Coordinator or a designated representative.

Clause 19. Authorized Representative of Bank. (a) All orders, directions and instructions pertaining to technical aspects of the Services shall be given on behalf of ADB to the Consultant by the [**Director, User Department, User Division**] of ADB or a designated representative.

(b) All notices, orders, directions, instructions and other documents relating to the employment, termination, discharge, compensation or expenses of the Consultant, shall be given on behalf of ADB to the Consultant by the Principal Director of Central Operations Services Office of ADB or a designated representative.

Clause 20. Settlement of Disputes. Any dispute or difference arising out of this Contract or in connection therewith which cannot be amicably settled between the parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Manila, Philippines. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Each party shall bear its own costs.

Clause 21. Notices and Requests. Any notice or request required or permitted to be given or made under this Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, or facsimile to the party to which it is required to be given or made at such party's address specified in writing to the party giving such notice or making such request.

<u>For ADB</u>	:	Attention: [Name of Director] Director, [<i>User Division</i>]
Address	:	ASIAN DEVELOPMENT BANK P.O. Box 789 0980 Manila, Philippines
Telephone Nos.	:	(632) 632-4444 (Connecting all Departments and Offices)
Facsimile Nos. :	:	(632) 636-2444

For the Consultant : Attention: **[name of contact person]**
[designation]

Address :

Telephone No. :

Facsimile No. :

E-mail Address :

Clause 22. Contractual Ethics. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or this Contract, have been given or received in connection with the selection process or in this Contract's execution. At all times the Consultant shall be in compliance with the anti-corruption policies of the ADB's *Guidelines on the Use of Consultants by the Asian Development Bank and its Borrowers* and the ADB's *Anticorruption Policy*.

Clause 23. Visa Requirements and Related Issues. The Consultant shall obtain the necessary visa and such other approvals from governmental authorities concerned prescribed under applicable laws and regulations of the Government to permit the Consultant to carry out the Services and, if applicable, shall obtain visa and other required approvals from the relevant governmental authorities for any dependents of such Consultant physically present in the country of the Government during the term of engagement.

Clause 24. Effective Date. (a) The Contract shall become effective upon the date notice is given to the Consultant to proceed with the Services pursuant to Clause 6 above.

(b) Should this Contract not have become effective within sixty (60) calendar days of the date hereof, either party may, by not less than ten (10) calendar 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.

IN WITNESS WHEREOF, the parties hereof have caused this Contract to be signed in their respective names and delivered at the principal office of ADB, as of the day and year first above written.

ASIAN DEVELOPMENT BANK

By ***[name of Principal Director or Director]***
[Central Operations Services Office or
Central Operations Services 1 or 2]

[Name of Consulting Firm]

By ***[name of authorized representative]***
[title]

List of Appendices

- A. Scope of Services/Terms of Reference
- B. Work Program
- C. Schedule of Payments
- D. Specific Assurances of the Government (if applicable)

APPENDIX A

SCOPE OF SERVICES / TERMS OF REFERENCE

APPENDIX B

WORK PROGRAM

APPENDIX C

SCHEDULE OF PAYMENTS

APPENDIX D

SPECIFIC ASSURANCES

(Model Only)

1. The Government shall provide and make available to the Consultants, free of charge, the following facilities, services, equipment, materials, documents and information, as they are required by the Consultants for carrying out the Technical Assistance:

(i) office accommodation (suitably furnished and equipped), office supplies, secretarial assistance, translation and interpretation Services, and communication facilities;

(ii) vehicles (including the cost of maintenance and operation) and drivers and other internal transportation facilities;

(iii) equipment, materials and supplies at the disposal of the Government;

(iv) suitably furnished living accommodation including the cost and maintenance of utilities (electricity, gas and water services); and

(v) documents, data, statistics, information and maps at the disposal of the Government.

2. The Government shall also undertake the following:

PLEASE NOTE:

The facilities, services, equipment, materials, documents and information described in 1(i) to (v) above are only theoretical examples of what may be provided by the Government for a specific TA project. This should be adjusted in accordance with the specific Government assurances contained in the T.A. Agreement or T.A. Framework Agreement Letter.

The second paragraph should be deleted if there are no additional undertakings to be obtained.

The contents of these specific assurances should be confirmed with the Government representative during contract negotiations.

Procurement Plan

Project Information	
Country	
Name of Borrower	
Project Name	
Loan or TA Reference	
Date of Effectiveness	
Amount US\$:	
Of which Committed, US\$	
Executing Agency:	
Approval Date of Original Procurement Plan	
Approval of most recent Procurement Plan	
Publication for Local Advertisements ²	
Period Covered by this Plan	

Procurement Thresholds, Goods & Related Services, Works and Supply and Install

Procurement Method	To be used above (Value \$)
ICB Works	
ICB Goods	
NCB Works	
NCB Goods	
Shopping Works	
Shopping Goods	
Exceptional Methods	
If limited international bidding, direct contracting, force account or community participation in procurement will be employed on the project, list them here and described the circumstances under which they may be employed.	

Procurement Thresholds, Consultants Services

Procurement Method	To be used above (Value \$):
Quality Cost Based Selection (QCBS) ³	
Consultants Qualifications Selection (CQS) ⁴	
Least Cost Selection (LCS) ⁵	
Alternative Methods	
If quality based selection (QBS), fixed budget selection, single source selection or selection of individual consultants that will be employed on the project list them here and described the circumstances under which they may be employed.	

² General procurement notice, invitations to pre-qualify and to bid, calls for expressions of interest.

³ Default for procurement above \$200,000.

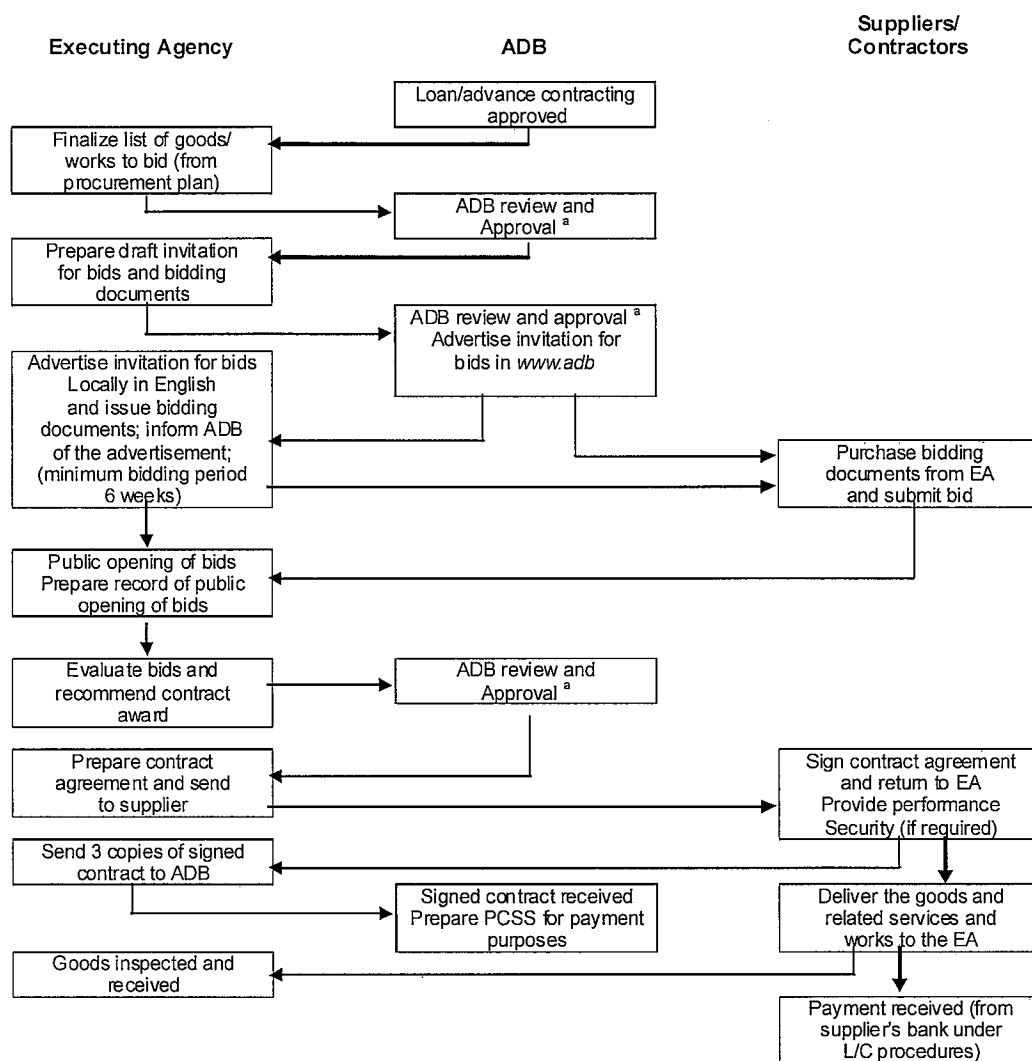
⁴ Default for procurement below \$200,000.

⁵ Default for procurement below \$100,000.

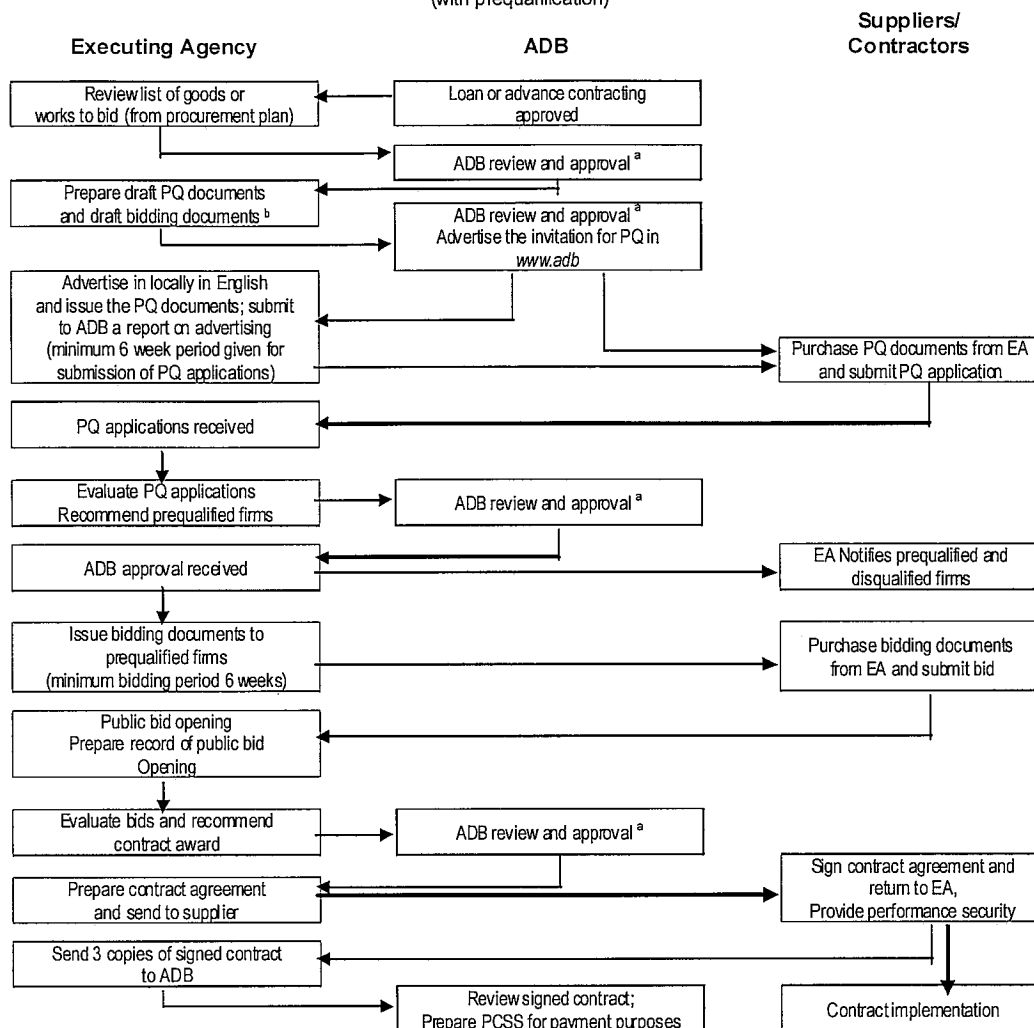
List of Contract Packages in Excess of \$100,000, Goods, Works and Consulting Services

Ref	Contract Description	Estimated Cost	Procurement Method	Expected Date of Advertisement ⁶	Prior Review Y/N	Comments

Procurement under International Competitive Bidding
(with no prequalification)



Procurement under International Competitive Bidding
(with prequalification)



^a Approval not required under post review

^b The draft bidding documents can be prepared at a later stage provided that ADB approval is obtained before issuance of bidding documents to prequalified firms.

Limited International Bidding

1. Limited International Bidding (LIB) is employed where there is only a limited number of potential bidders, or where the estimated contract amount is not large enough to interest foreign suppliers and contractors through the ICB process. The use of SBD is not required, although using SBD as a model to develop simplified documents is recommended (invitation to bid, instructions to bidders, and conditions of contract from the ICB SBD, for example, can be used with little modification). Domestic preference cannot be applied under LIB procedures. A flow chart showing the main steps for procurement under LIB is shown in the next page. For LIB procurement, the EA

- issues written invitations to bid (providing clear technical specifications for the required goods and related services or works, and the terms and conditions of purchase) to all bidders judged able to provide the goods, preferably a minimum of three bidders, with a minimum bidding period of 3 weeks;
- where it is thought additional suppliers might be interested in the procurement, advertises the notice inviting bids in English (on web site, in local newspaper, through notice to embassies, etc) with a minimum bidding period of 4 weeks;
- adopts the procedures for public bid opening; and
- evaluates the bids in the same way as for ICB.

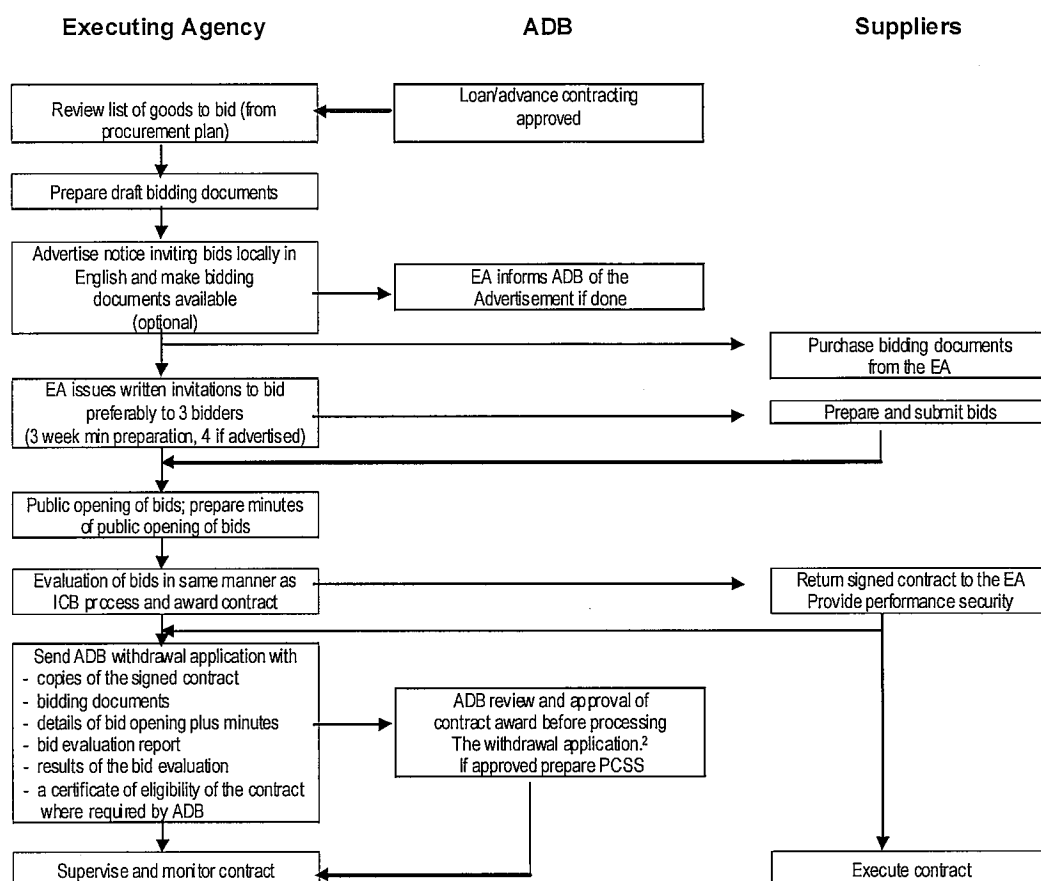
2. Unless otherwise indicated in the procurement plan and financing agreement, ADB's review will generally occur after the award of the contract (but before authorizing disbursement) when the EA sends

- the withdrawal application;
- copies of the signed contract;
- the bidding documents;
- details of bid opening procedures, including minutes of bid opening;
- the bid evaluation report;
- the results of the evaluation; and
- a certificate of eligibility of the contract where required by ADB.

These steps ensure fairness and transparency. ADB reserves the right to refuse to finance the contract in case of misprocurement. ADB, therefore, discourages the system of prior award of contract by the EA and after the fact approval by ADB unless the EA has sufficient funds to finance the contract if ADB declares misprocurement.

4. LIB is the most appropriate method of procurement where the needed items are available only from a limited number of suppliers, or early delivery is of paramount importance for certain works under the project. Bidders that will satisfy this requirement probably has an uncommon technical specialty, skill or product, and best results will be obtained by ensuring bids are not restricted to local suppliers (although local representatives of foreign suppliers may be used). Contract packages proposed for LIB, the ceiling amount, and provisions for prior or post review will be detailed in the procurement plan.

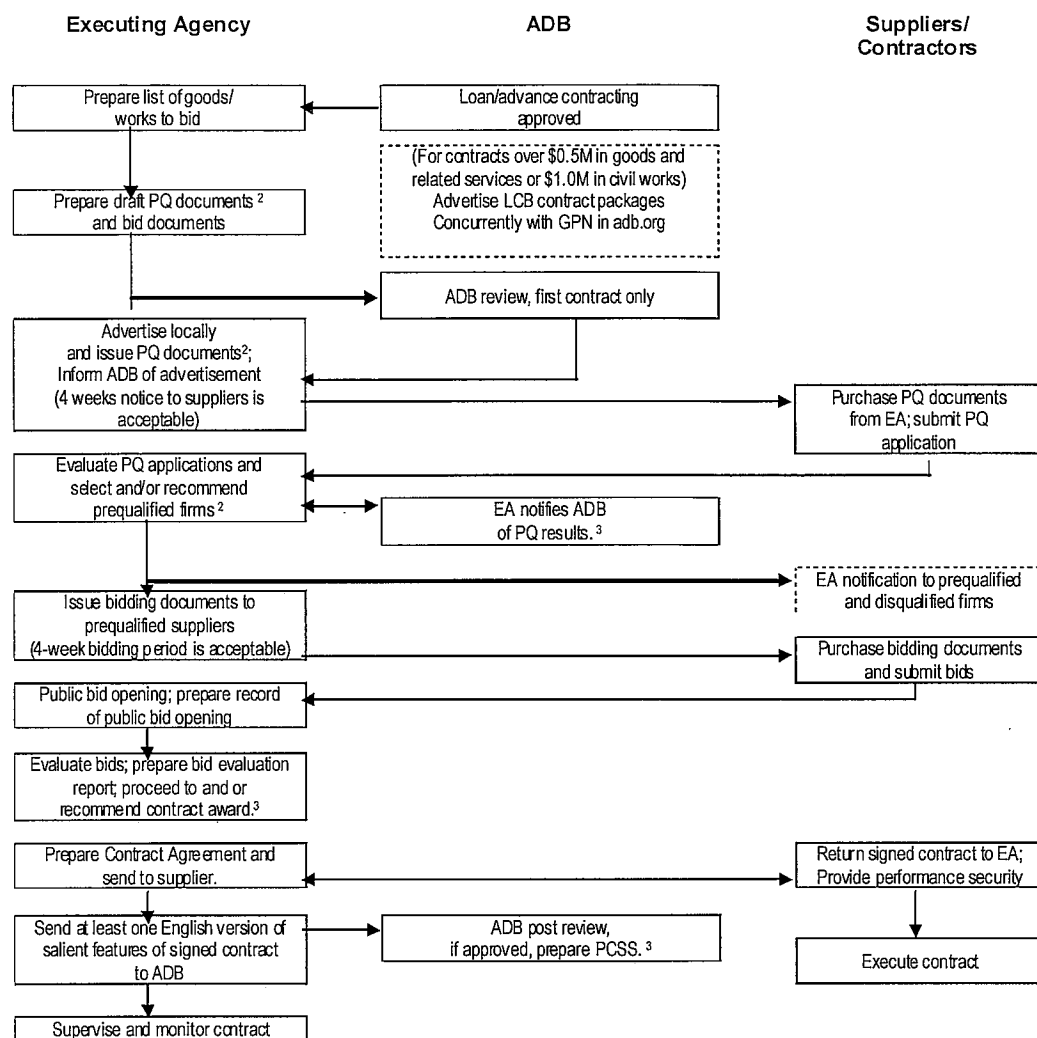
Procurement under Limited International Bidding¹



¹ LIB is primarily used for procurement where there are a limited number of suppliers and full ICB is not practical, in accordance with criteria in ADB's *Procurement Guidelines*.

² ADB prior approval is strongly recommended in the case of an inexperienced EA, or where the EA cannot demonstrate sufficient funds to finance the contract, in case of ADB's refusal to approve the contract award.

Procurement under National Competitive Bidding¹



¹ While NCB procedures are not required to be identical with ADB's ICB procedures, they must reflect the underlying principles and not contravene ADB's *Procurement Guidelines*.

² Prequalification is discouraged for NCB. DMCs may have a register of suppliers. The processing mission should ensure that the registration system is acceptable to ADB (e.g., it reflects the underlying principles of ADB's *Procurement Guidelines*); and where acceptable, a PQ may not be required.

³ If the prequalification or procurement requires prior consideration of the procurement committee, in accordance with PAI 3.11, the EA must be advised not to notify prequalified firms or award contract prior to the committee's deliberations and subsequent ADB approval.

IMPLEMENTING SMALL PROJECTS WITH COMMUNITY PARTICIPATION

1. A selection committee comprising representatives of the Project Implementation Unit (PIU) and Executing Agency (EA), district authorities, NGOs, local government, and representatives of the community shall assess the feasibility, viability and applicability of the project. The community should be represented by an elected group of persons, which can be called the Managing Committee (MC). The MC should comprise a wide spectrum of the community including adequate representation from women and the disadvantaged. All subprojects shall be subject to endorsement by the PIU or EA, as applicable. Care should be taken to ensure that MC elections are fair and transparent and all sections of society are allowed to express their views in the decision making process. Subproject selection criteria should be fully transparent and fair. Assessment guidelines should be finalized in advance and should also be based on a thorough evaluation of the project proposals or through data collection based on responses to standard questionnaires or wide consultation, or both. Acceptable scientific assessment methods may be adopted. A sample checklist for implementation of school building by the community is at Annex 1. However, selection processes may vary depending on the project but the basic tenets to be taken into consideration are transparency, fairness, capacity- evaluation, project viability, gender and sustainability. A flexible approach is recommended. Once a subproject is approved, the PIU or EA and MC will enter into an implementation agreement. A sample is provided at Annex 2.

2. **Project Management.** Though decentralization is welcome, the PIU or EA, or both, will have to assume certain responsibilities of overseeing the projects implemented through community participation, such as the following:

- (a) oversee the award of contract and signing of the contract agreement, if necessary, in certain situations, also countersigning the contracts,
- (b) allocate funds for each subproject,
- (c) monitor progress and quality of works regularly,
- (d) release funds to MCs or to contractors as per schedule or stage-wise completion,
- (e) certify subproject completion,
- (f) provide regular progress reports on subproject implementation status and fund utilization to the government and ADB,
- (g) prepare statements of expenditures, maintain proper accounts, and conduct selective audits, and
- (h) provide advice to MCs, communities, NGOs, contractors, and other groups concerned regarding ADB's policies and guidelines, especially on procurement, indigenous people, involuntary resettlement, and gender.

3. **Procurement.** Normally local procurement procedures and guidelines should be followed. These procedures should not be in contravention of ADB's Procurement Guidelines and are transparent and fair. The MCs will normally be responsible for procurement. To the extent possible, the MC should purchase the construction materials such as cement, steel, stone aggregate, and sand in bulk through direct purchase procedures by inviting at least three quotations, preferably from local suppliers. Bulk procurement action should be judiciously exercised to avoid pilferage. Labor component of the subprojects can be extended by the members of the community, provided adequate expertise exists, who should be reimbursed adequately for the services rendered. It should be ensured that children are not employed for the subprojects. In case the MC cannot identify adequate skilled labor within the community, the work can be let out by inviting quotations from three local contractors, taking into consideration local situations wherever practicable. Here also, to the extent possible, members of the local

community should be employed by the contractors as labor. The contract should be in the local language and simple, adequately addressing the main issues such as scope of work, date of start, completion period, payment terms, progress and quality review, defect-liability period, responsibilities of the MC and contractor, including review, inspection, payment procedures and contract termination. A sample contract is at Annex 3 for reference.

4. **Project Implementation.** The MC shall be responsible for the implementation of the subproject including supervision of contractors' performances, wherever applicable. A sample organization chart is at Annex 4. Wherever required, the community shall nominate either among its own members or a local specialist as project-in-charge who will oversee the day-to-day supervision of the project. The MC will submit monthly progress status to the PIU and EA and release payments to the contractor as per contract provisions. It is possible that some subprojects may be located in remote areas, which do not have adequate banking facilities. In such situations, the PIUs will handle the project finances and pay the contractors directly. The MC should also apprise the community on the status of project implementation either by way of general meetings, posting on notice boards or both. On completion of the project, the MC or if otherwise agreed, a more representative group from the stakeholders, shall prepare a comprehensive completion report and detailed accounts which will be submitted to the PIU for review and approval.

5. **Project Completion.** On completion of the contract, the MC should advise the PIU and EA who will, if required, depute a representative for inspection, to be conducted jointly with members of the MC and the service provider. If the inspection team concludes that a project has been implemented satisfactorily, a completion certificate will be issued by the MC, countersigned by the contractor, PIU and EA representative and the service provider. In case of defects, the contractor shall be provided in writing the list of defects that have to be made good. A time limit for correction of the defects should also be indicated. On final acceptance, final payments and retention money should be released with the approval of the PIU or EA to the contractor.

6. **Audit.** The PIU's and EA's internal audit organizations or an externally appointed auditor will conduct selective audits of the subprojects under the loan which has community participation. This audit report should form a part of the overall audit of the Project and should be submitted to ADB in accordance with loan covenants.

**A SAMPLE QUESTIONNAIRE FOR COMMUNITY PARTICIPATION IN CONSTRUCTION
(Schools)
(To be circulated in the local language)**

A. General

1. School : _____ Village: _____
2. Commune: _____ District: _____
Province: _____
3. Category of School: ___ Primary ___ Secondary ___ Senior Secondary
4. Classification: ___ Remote ___ Rural ___ Urban
5. Distance from nearest provincial office: _____ kilometers
6. Distance from nearest urban center: _____ kilometers
7. Student enrolment: _____
8. Name of Director or Head Principal: _____
9. School Management Committee: _____

	Name	Designation
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____

B. Needs Analysis

10. How many students are presently enrolled in the existing school? _____
—
11. What is the expected increase in enrolment? _____
—
12. How many additional classrooms will be required? _____
—
13. How many teachers are presently available? _____
—
14. How many additional teachers will be required in the next five years? Please indicate year-wise requirements? _____
—
15. Do agreements exist with the government authorities for appointment and financing of the additional teachers, furniture, and books, etc.? Please attach relevant documents. _____
—
16. Do children from poor families attend school? If yes, what is the number of such children? _____
—

17. What steps does the committee proposes to take to increase enrolment of children from poor families? _____

C. Community Participation

18. Is the School Committee ready to own responsibility for the construction of the new school? Yes / No _____
19. If yes, provide the name of the person responsible of the construction. _____
20. Does this person have experience in supervising building construction? Yes / No _____
21. If yes, indicate experience. years _____
22. Are there experienced building contractors operating in the
(a) community? Yes / No
(b) district? Yes / No
(c) province? Yes / No
23. If yes, provide names of some of these contractors. _____

24. Can the community contribute in kind for the construction of the school? Yes / No
25. If yes, please explain the form of contributions. _____
26. Has the community any previous experience with international donors? Yes / No
27. If yes, please provide details. _____
28. Can the community maintain the new school? Yes / No
29. If yes, what is the source of financing? _____
30. Name and communication details of the nearest reputable bank or microcredit institution. _____
31. Distance from school. _____ kilometers
32. Indicate availability of construction materials in the near vicinity. _____

33. Indicate availability of adequately experienced local labor.

Please indicate the names of three persons of the school committee who will be authorized to sign the agreement as well as checks on behalf of the school, if the school is selected for community participation.

- _____
- _____
- _____

Principal

Chairman, School Committee

**SAMPLE AGREEMENT FORM FOR CONSTRUCTION OF SCHOOL BUILDINGS
THROUGH COMMUNITY PARTICIPATION**

(This is a sample agreement used in a recent project and may be suitably amended, taking into consideration local and project-specific issues, and advice of the Project Counsel, on a case-to-case basis.)

1. Articles of Agreement

This deed of agreement is made on _____ [date] between the _____ (Project Implementation Unit (PIU)) _____ by its authorized representative (hereinafter referred to as the first party) and the School Construction Committee/Village Education Committee/Parent Teacher Association/Block Resource Committee _____, Village _____, Block _____, District _____ (hereinafter referred to as the second party) to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of Contract

The total cost of the works (hereinafter referred to as the "total cost") is _____, as reflected in Appendix 1. **Out of the total cost, a sum of _____ would be borne by the second party and/or other beneficiaries. [** delete if not applicable].

3. Disbursement of Funds

- 3.1 The second party shall open a bank account in the name of the subproject (to be operated by two to three members of the managing committee [MC]) with the branch of a nationalized or scheduled Cooperative Bank as soon as this Agreement has been signed and shall provide its account number to the first party.
- 3.2 The second party shall notify the first party in writing of the names and addresses of those who will jointly operate the Bank account mentioned in Clause 3.1. Such signatories shall not be changed without the prior consent of the first party.
- 3.3 Payment to the second party for the construction work will be released by the first party in the following manner:
- | | | |
|---|---|------------------------|
| Advance (Mobilization advance upon start of work) | : | 25% of the total cost |
| On reaching first stage * | : | 25% of the total cost |
| On reaching second stage * | : | 25% of the total cost |
| On reaching third stage * | : | 15% of the total cost |
| Completion of the whole work (fourth stage) | : | 10% of the total cost. |
- [* All stages should be agreed in advance and should be annexed to the agreement]

The above payment schedule is indicative and may be suitably adjusted on a case-to-case basis. Since this is an agreement between the PIU and the MC, no retention money is envisaged

- 3.4 Funds will be released at each stage by the first party on submission of a request by the MC.

4. Maintenance of Accounts

4.1 The second party shall maintain separate accounts for all the expenditures incurred and the payments made therefore by the first party from time to time for execution of the work. Such accounts shall be available for inspection by the first party or any other visiting team deputed for the purpose.

4.2 If at any time the first party determines that the second party is engaging in corrupt or fraudulent practices in any manner under or in relation to the contract, the first party shall be entitled to stop the right of the second party to make withdrawals from the bank account. Only after the second party either remedies the situation or compensates adequately for such corrupt or fraudulent practices, to the satisfaction of the first party, the second party will then be entitled to seek withdrawals from the bank account in agreement with the first party.

5. Completion Time

The works should be completed in _____ [months/weeks/days] from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both parties.

6. Duties and Responsibilities of the First Party

- 6.1 The First Party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 6.2 The PIU shall hold weekly meetings [*period to be modified as agreed for each project*] to monitor the progress of work and carry out random site inspections, as needed.
- 6.3 The First Party shall have the right to instruct, stop or suspend the construction at any stage if there is any deviation from the specification or violation of any of the terms of this Agreement and demand reimbursement of its payments.
- 6.4 The First Party shall guide and instruct the contractor, through the MC, on requirements concerning ADB's policies applicable on Involuntary Resettlement, 1995; Indigenous Peoples, 1998; and Guidelines for Incorporating Social Dimension in Bank Operations.

7. Duties and Responsibilities of the Second Party, represented by the MC

- 7.1 The second party shall
 - (a) take up the works and arrange for its completion within the time period stipulated in Clause 5;
 - (b) employ suitable skilled persons to carry out the works;
 - (c) make labor payment as per schedule of labor payment for different items of work;
 - (d) ensure that all purchases are as per specifications and required quality;
 - (e) regularly supervise and monitor the progress of work;
 - (f) abide by the technical suggestions or direction of supervisory personnel, including engineers, regarding building construction;
 - (g) be responsible for bringing any discrepancy to the notice of the representative of the first party;
 - (h) ensure that the works are carried out in accordance with specifications, drawings and also within the total sanctioned amount without any cost escalation;
 - (i) keep the community informed of the progress of the works;
 - (j) ensure that there is no improper utilization of the money or materials during construction;

- (k) maintain necessary insurance wherever practicable against loss of materials or cash or worker's benefits such as worker's compensation;
- (l) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (first party will perform deductions in respect of such taxes as may be imposed under the law);
- (m) obtain all permits and licenses required under local laws;
- (n) ensure that no child labor is employed in any manner under the Contract and provide equal opportunities and pay for equal work for men and women;
- (o) ensure that the Contractor in carrying out the Contract complies with all and any applicable laws, rules and regulations; and
- (p) be responsible of the O&M works, if required.

7.2 In special circumstances, the second party may, after prior approval of the first party, entrust execution of the works on a piecework basis or otherwise to any appropriate agency.

8. Contract Variations

Only the first party can authorize any additions or subtractions to prices or quantities that imply the variation of the total amount of the contract. The first party may authorize variations in quantities, without modifying the unit price, of up to a maximum of 10% of the total contract price without amending the contract. The first party will not reimburse any such additional total costs not so authorized. The final contract value including all variations should not exceed the approved project cost.

9. Dispute Settlement

If any dispute arises between the parties over works relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation. If the dispute is not settled through such consultation, the matter may be referred for arbitration to the District Collector or Deputy Commissioner of the District.* (**Modify as appropriate for each project.*)

10. Termination

This Agreement may be terminated on the occurrence of either of the following:

- (a) by mutual agreement between the parties to this Agreement;
- (b) by the first party in any of the following cases :
 - (i) upon completion of the work to the satisfaction of the first party as evidenced by the MC;
 - (ii) if the second party engages in fraud or corrupt practices that adversely impacts on the Contract execution in the view of the first party;
 - (iii) if the second party is in breach of any of the provisions of this Agreement;
 - (iv) for any reason as reasonably justified by the first party in the interest of the Contract.

Signed and delivered by _____, President MC _____
on behalf of the Committee. In the presence of:

- (a) _____
- (b) _____

Signed and delivered by _____, authorized representative of the PIU, in
the presence of

- (a) _____
- (b) _____

SAMPLE DRAFT STANDARD CONTRACT

(This is a sample document that may be suitably modified as required.)

Project Contract Code Number : _____
Name of Project: _____
Project Number: _____
Bid Number: _____

This contract, which will be referred to as the "Contract" is made on _____ at _____

between

The Managing Committee (MC) of _____, which for the purposes of this Contract will be referred to as the "Owner" and will be represented by its Chairman and located at _____,

and

_____, which for the purposes of this Contract will be referred to as the "Contractor" and will be represented by _____ and located at _____.

1. Description and Location of Works: (here indicate in reasonable the scope of work)... which for the purposes of this Contract will be referred to as the "Works".

2. Responsibilities of the Parties

- 2.1 The Owner is responsible for financing, supervision, and disbursements of the Contract amount to the Contractor. The Owner will also have final responsibility for suspension or cancellation of the Contract.
- 2.2 The Owner will guide and instruct the Contractor through MC on requirements concerning ADB's policies applicable on Involuntary Resettlement, 1995; Indigenous Peoples, 1998; and Guidelines for Incorporating "Social Dimension in Bank operations.
- 2.3 The Contractor shall ascertain and conform in all respects with the provisions of any general or local act of government and such regulations and laws, which may be applicable to the Works.
- 2.4 The Contractor shall carefully plan and conduct the works in a manner, which will minimize any adverse or negative effect on the environment and natural resources.
- 2.5 The Contractor is responsible for implementing the project according to the specifications, designs, site plan and costs contained in the Contract and its attachments. The Contractor shall also be responsible for safe and recur storage of materials and equipment, transport of materials and equipment, labor costs and other costs incidental to implementing the Contract. The Contractor retains all responsibilities for all labor and personnel employed by the Contractor, including all responsibilities for emergencies, health, accident liabilities and other social benefits.

- 2.6 The Contractor will ensure that no child labor is employed in any manner under the Contract.
- 2.7 The Contractor will ensure, to the extent possible, use of suitable labor, with equal opportunities for men and women and with equal pay for equal work, from the local community, who will be paid reasonable wages, not less than the minimum applicable wages. (Processing Missions to take particular care to lay down clear procedures on the availability, selection, and payment of local labor.)
- 2.8 The Contractor will implement the Contract in accordance with applicable ADB guidelines indicated in subclause 2.2 above.

3. Purposes

In accordance with the decision of the meeting held on _____ [date] _____, the Owner will provide funds for the implementation of the Contract in accordance with the documents attached hereto.

4. Attached Documents

The following are appended and form part of the Contract:

- 4.1 Bid Form
- 4.2 Designs, specifications, site plan, project cost
- 4.3 Mandates, designations and other legal documents
- 4.4 Project Bill of Quantities
- 4.5 Schedule of Construction.

5. Financing and Disbursements

- 5.1 The amount of the Contract is up to the sum of _____.
- 5.2 The Owner will release payments in accordance with the payment schedule attached, on receipt of a request from the Contractor, and subject to measurements and quality acceptance.

6. Performance Bond and Defects Liability Period

(Normally, such community-based contracts should not have provisions for performance bonds. Nevertheless, it is proposed to include this draft clause here for reference. A suggested sample is provided)

- 6.1 Within 7 days of the signing of the Contract, the Contractor shall furnish the owner a performance bond in the amount of 10% of the Contract price to guarantee the faithful performance of the Contractor's obligation under the Contract. Such performance bond will be denominated in [currency], in cash, bank drafts, or in the form of a bank guarantee or irrevocable letter of credit (LC) issued by a reputable bank acceptable to the Owner and valid upon the completion of the defects and liability period. The LC should be in the form as provided as a sample in the bidding document or another form acceptable to the Owner.
- 6.2 The Owner will return the performance bond fee to the Contractor, on satisfactory completion of a defects liability period after the accepted hand over of the Works. In the event of incomplete or defective work, the performance bond will first be used to cover the cost of rectification of satisfactory completion of such Works.

- 6.3 The Contractor shall be responsible for rectifying all defects for a period of 6 months from the date of completion of the works, which must include one full rainy season.

7. Advance Payment

- 7.1 The Owner will make an advance payment to the Contractor upon signing of the Contract and subsequent receipt of performance bond in the amount of 10% of the Contract price.

8. Project Supervision

- 8.1 The Owner will supervise directly the implementation of the project till completion.
- 8.2 The Project Implementation Unit of _____ will have the right to review and inspect the Works and accounts to verify correct implementation of the Project.

9. Disbursement Procedures

- 9.1 All disbursements under this Contract will be carried out by means of money transfer order, issued in favor of the Contractor, in the name of _____, Account No. _____, [Name of Bank] _____.
- 9.2 All disbursements will be made only after carrying out the following procedures.
- The Contractor requests disbursement from the Owner by means of a monthly (or more often) invoice of implementation.
Requested disbursement is approved by the Owner.
- 9.3 For all disbursements up to the final disbursement, the Owner will withhold 5 percent of each disbursement as a repayment of the work advance. All outstanding advances shall be adjusted from the final payments.

10. Contract Termination

This Contract may be terminated on the occurrence of either of the following:

- (a) by mutual agreement between the parties to this Agreement; or
- (b) by the Owner in any of the following cases :
 - (i) upon completion of the Works to the satisfaction of the Owner;
 - (ii) if the Contractor engages in fraud or corrupt practices that adversely have an impact on the Contract execution in the view of the Owner;
 - (iii) if the Owner is in breach of any of the provisions of this Agreement;
 - (iv) for any reason as reasonably justified by the Owner in the interest of the Contract.

11. Amendments to the Contract

Amendment to the provisions of this Contract can be made only with the consent of all parties to the Contract.

12. Prohibitions

- 12.1 The Contractor is prohibited from subcontracting any Works component, otherwise the Owner shall have the right to cancel this Contract and shall not reimburse the costs of construction work and material to the Contractor.
- 12.2 The Contractor is prohibited from requesting free counterpart work from beneficiaries for activities being paid by the Contractor. In case of such contraventions, the Owner shall have the right to stop disbursements and suspend or cancel this Contract.

13. Authorized Signatures

Any request or report directed to any of the parties to this Contract must be signed by designated representatives of the parties.

14. Duration of the Contract

The Contractor commits to completion of the implementation of the Works within _____ months to be counted from the ground breaking ceremony date. In the case of noncompliance with this provision, the Contractor is subject to a penalty of _____ of the total Contract amount per day of delay, **the maximum amount of penalty shall not exceed 5 per cent of the Contract Price**, except in the case of force majeure, in which case the Owner will evaluate the additional time to be allowed and so inform the Contractor.

15. Addition, Revisions and Variations

- 15.1 Any additions or subtractions to prices or quantities that imply the variation of the total amount of the Contract can be authorized only by the Owner. The Owner may authorize variations in quantities, without modifying the unit price, of up to a maximum of 10% of the total Contract price without amending the Contract. The Owner will not reimburse any such additional total costs not so authorized.
- 15.2 The Contractor will not make any claims to the Owner on the basis of incomplete knowledge or errors in the project design or specifications during or after the implementation of the Contract.

16. Settlement of Disputes

Any conflicts or dispute arising out of or in connection with the interpretation or implementation of this Contract, which cannot be settled amicably by the parties, shall be decided through judicial proceedings in accordance with the _____ laws.

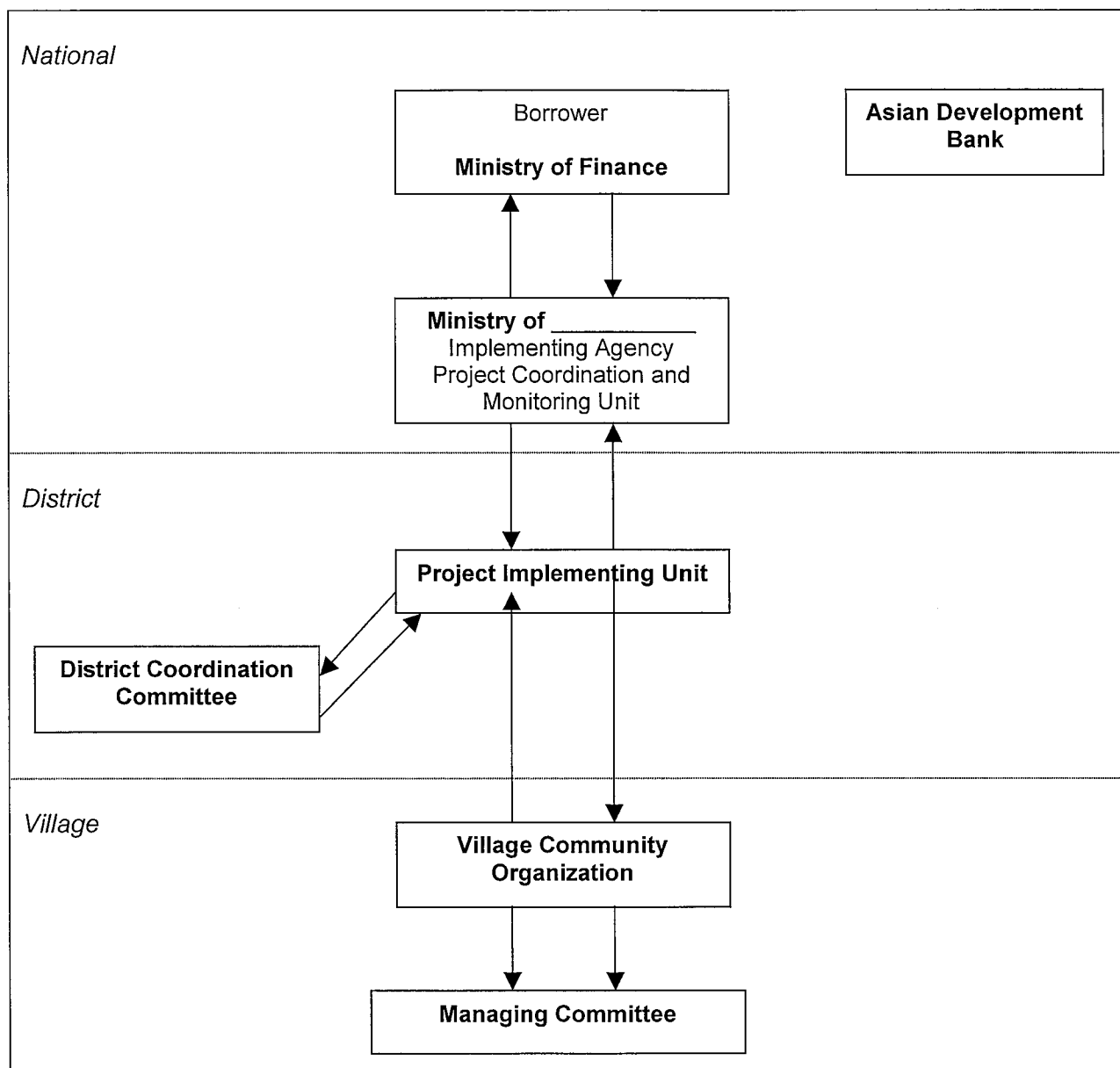
17. The present Contract shall take effect when signed by all parties.

Signed on this _____ day of _____ at _____.

The Managing Committee
of _____ Community

The Contractor

SAMPLE ORGANIZATION CHART FOR PROJECT IMPLEMENTATION



Note: This is a sample organization chart. The processing mission may develop a more comprehensive project management system, which may include involvement of consultants and NGOs as well as other officers at the provincial, district, and subdistrict level, local government and municipalities.



REQUEST FOR LFIS WEB ACCESS

DATE DD – Month - Year

TO ASIAN DEVELOPMENT BANK
6 ADB Avenue, Mandaluyong City
0401 Metro Manila, Philippines
Fax: + 632 636 2606

ATTENTION LFIS Webmaster
Loan Administration Division (CTLA)
Controller's Department

Instructions:

1. A separate form must be filled for each applicant.
2. AUTHORIZED LOAN SIGNATORY must sign the form.
3. Form must be typewritten.

Please provide LFIS Web access to:

FIRST NAME ☐Mr. ☐Ms. _____

LAST NAME _____

E-MAIL ADDRESS _____

ORGANIZATION NAME _____

MAILING ADDRESS _____

FAX NUMBER _____

☐ View loan data and download reports for the following loans:

Loan No.

Project Name

_____	_____
_____	_____
_____	_____
_____	_____

☐ Others (Specify): _____

Authorized by:

Signature over Printed Name of Authorized Loan Signatory

Name of Borrower or Executing Agency

WITHDRAWAL APPLICATION FORM FOR IMPREST FUND

Asian Development Bank



Date _____

To: Asian Development Bank
6 ADB Avenue, Mandaluyong City
1550 Metro Manila, Philippines

Attention: Loan Administration Division, Controller's Department (CTLA)

ADB Loan No. _____

Application No. _____

Type of Disbursement

- ☐ Initial Advance
☐ Increase in Ceiling
☐ Replenishment

Sir/Madam:

1. In connection with the Loan Agreement dated _____ between the Asian Development Bank and the
(Borrower) _____, please pay from the Loan Account for the
purpose of establishing/replenishing the Imprest Fund.

Currency	Amount to be Paid (in figures)	Amount to be paid (in words)

2. The Borrower certifies and agrees as follows:

- the said amount is required for payment of eligible expenditures as described in the attached Estimate of Expenditures Sheet(s) from _____ (date/month/year) to _____ (date/month/year).
- any advances by the Asian Development Bank (ADB) to the Imprest Fund may be limited to a sum smaller than the amount requested for advances or replenishment, allowing the Fund to be gradually reduced and fully documented prior to loan closing date.
- the undersigned has not previously withdrawn or applied for withdrawal of any amounts from said Loan Account nor obtained or will obtain any loan, credit, or grant for the purpose of fully or partially meeting the expenditures described in the Estimate of Expenditures Sheet(s) or Summary Sheet(s);
- the expenditures described in the attached Estimate of Expenditures Sheet(s) / Summary Sheet(s) are to be made for the purposes specified in the Loan Agreement and in accordance with its terms and conditions; and
- promptly within 6 months after the payment(s), the undersigned will furnish proof satisfactory to ADB to liquidate and document the advance.
- for expenditures to be liquidated on the basis of a Statement of Expenditures (SOE), all authenticating documents will be retained in the location shown on the individual SOE Summary Sheet(s) and will be made available for review by auditors and ADB representatives upon request.
- as of the date of this application, there is no existing default under the Loan Agreement, the Project Agreement or the Guarantee Agreement, if any.
- if any funds withdrawn pursuant to this application are returned, the current value of such funds will be applied as credit to the Loan Account or, if the amount is small, applied to the next loan service payment due.

3. Payment Instructions:

A. Payee's Name and Address

Payee's Name _____

Payee's Address _____

B. Name and Address of Payee's Bank and Account No.

Bank Name _____

Bank Address _____

Payee's Account No. _____

SWIFT Code _____

C. Correspondent Bank (If Payee's Bank is not located in the Country whose currency is claimed, enter the name and address of their bank's correspondent in the country whose currency is to be paid.)

Bank Name _____

Bank Address _____

Account No. of _____

Payee's Bank _____

SWIFT Code _____

D. Special Payment Instructions and Other References

4. This application consists of _____ pages including _____ pages of Summary Sheets.

From: _____

Name of Borrower _____

Signature of Authorized Representative(s) _____

Printed Name/Position/Title of Authorized Representative(s) _____

**Instructions for preparing the Withdrawal Application Form for Imprest Fund
(ADB Form No. ADB-IFP)**

General Instructions

1. Submit original Withdrawal Application Form (WA) to the Asian Development Bank (ADB) (or to its Resident/Regional Mission, if instructed).
2. Number WAs consecutively, not exceeding 5 digits or characters.
3. For replenishment of advances, consolidate claims until the amount being withdrawn is at least US\$100,000 equivalent or an amount advised by ADB.
4. When the application is completed, verify completeness of supporting documentation and accuracy of details before passing to the Authorized Representative(s) for signature. Mistakes and omissions result in delayed payment.

Withdrawal References

1. **Date:** Enter the date WA is signed by Authorized Representative(s), not the date it was prepared.
2. **Loan Number:** Show ADB loan number clearly.
3. **Application Number:** Number WAs consecutively. If the project has more than one executing agency (EA) or implementing agency, the project coordinator should assign an alpha identification for each EA. For example: A0001 to A9999 for EA no. 1 and B0001 to B9999 for EA no. 2.
4. **Type of Disbursement:** Indicate in the appropriate box the type of WA claim, whether for Initial Advance/Increase in Ceiling, or Replenishment.

Estimate of Expenditures Sheet (ADB Form No. ADB-IFP-EES)

For Initial Advance:

1. Provide all details as required in form ADB-IFP-EES. Estimated expenditures should normally be based on the amount of contracts awarded and to be awarded. Estimated expenditures should not exceed the contract amounts.
2. For expenditures related to operational costs, the amount should be linked to the Project's annual budget provision.
3. No supporting documents are required.

For Replenishment:

1. In addition to 1 and 2 above, before submitting the WA, submit contracts and procurement documents to ADB's Project Division concerned (contracts exceeding US\$100,000).
2. Where the Statement of Expenditures (SOE) is not allowed, submit all evidences of payment, invoices, bills of lading, or work certificates. The requirements are the same for reimbursement procedure.
3. In all cases, attach bank statement from the bank maintaining the imprest fund and the bank reconciliation of the imprest fund account.

Payment Instructions

1. **Payee's Name and Address:** Indicate full name and address of Payee for identification of payment.
2. **Name and Address of Payee's Bank and Account No.:** Indicate full name and address of the Payee's bank, which may include a banker/branch designation. Account number is important. Give SWIFT code if Payee's bank is a member of SWIFT.
3. **Correspondent Bank:** Where payment is to be made to a bank not located in the country of the currency to be paid, indicate its full name and address. Provide SWIFT code if the bank is a member of SWIFT.
4. **Special Payment Instructions:** Indicate any particulars, special instructions or references to facilitate payment or identification of payment.
5. **Name of Borrower:** Fill in the name as it appears in the Loan Agreement.
6. **Authorized Representative(s):** Pass this application only to Authorized Representative(s) for signature. Verify if the list of Authorized representative(s) has been changed.

IMPREST ACCOUNT RECONCILIATION STATEMENT (IARS)**LOAN/GRANT/NO.** _____Application Number _____
Account Number _____With (Bank) _____
Bank Address _____

1 PRESENT OUTSTANDING AMOUNT ADVANCED TO THE IMPREST ACCOUNT NOT YET RECOVERED	US\$	X,XXX,XXX.XX
---	-------------	---------------------

2 BALANCE of Imprest account as of _____ per bank statement (copy attached)	US\$	XXX, XXX.XX
--	------	-------------

3 ADD: Amount of eligible expenditures claimed in attached application (WA no. _____)	US\$	XXX, XXX.XX
--	------	-------------

4 ADD: Amount claimed in previous applications not yet credited at date of bank statement	US\$	XXX, XXX.XX
--	------	-------------

Withdrawal Application No.

XXXXXX

XXXXXX

XXXXXX

Amount

US\$ XXX, XXX.XX

US\$ XXX, XXX.XX

US\$ XXX, XXX.XX

5 TOTAL expenditures withdrawn from Imprest account but not yet claimed for replenishment		
--	--	--

a. Second Generation Imprest Accounts (SGIA) ¹

a.1 Total SGIA balance accounted for PIU#1 _____	US\$	XXX, XXX.XX
a.2 Total SGIA balance accounted for PIU#2 _____	US\$	XXX, XXX.XX
a.3 Total SGIA balance accounted for PIU#3 _____	US\$	XXX, XXX.XX
a.4 Total SGIA balance accounted for PIU#4 _____	US\$	XXX, XXX.XX
a.5 Total SGIA balance accounted for PIU#5 _____	US\$	XXX, XXX.XX

Total SGIA balances accounted for	US\$	XXX, XXX.XX
-----------------------------------	------	-------------

b. Transfer in transit	US\$	XXX, XXX.XX
------------------------	------	-------------

c. Petty cash balance	US\$	XXX, XXX.XX
-----------------------	------	-------------

d. Unliquidated expenses (itemize expenses)	US\$	XXX, XXX.XX
---	------	-------------

e. Others (Please specify)	US\$	XXX, XXX.XX
----------------------------	------	-------------

	US\$	XXX, XXX.XX
--	------	-------------

6 TOTAL ADVANCE ACCOUNTED FOR	US\$	X,XXX,XXX.XX
--------------------------------------	-------------	---------------------

Explanation of any discrepancy between totals appearing in lines 1 and 6 above (e.g., earned interest credited to the account, bank charges, etc.):

Authorized Representative

¹ List all existing SGIA's with corresponding amount advanced. Attach latest Second Generation Imprest Account Reconciliation Statements (SGIARS) and bank statements.

SECOND GENERATION IMPREST ACCOUNT RECONCILIATION STATEMENT (SGIARS)

LOAN/GRANT NO. _____

Project Implementation Unit: _____
Account Number _____

With (Bank) _____
Bank Address _____

1	PRESENT OUTSTANDING AMOUNT ADVANCED TO THE SGIA NOT YET RECOVERED ¹	LC	X,XXX,XXX	US\$	XXX, XXX.XX												
2	BALANCE of Imprest account as of _____ per bank statement (copy attached)	LC	X,XXX,XXX	US\$	XXX,XXX.XX												
3	ADD: Amounts submitted for PIU for liquidation but not yet replenished at date of bank statement	LC	X,XXX,XXX	US\$	XXX,XXX.XX												
	<table><tr><td><u>Date</u></td><td><u>Reference</u></td><td><u>Amount</u></td></tr><tr><td>dd/mm/yyyy</td><td>xxxxx</td><td>xxxxx</td></tr><tr><td>dd/mm/yyyy</td><td>xxxxx</td><td>xxxxx</td></tr><tr><td>dd/mm/yyyy</td><td>xxxxx</td><td>xxxxx</td></tr></table>	<u>Date</u>	<u>Reference</u>	<u>Amount</u>	dd/mm/yyyy	xxxxx	xxxxx	dd/mm/yyyy	xxxxx	xxxxx	dd/mm/yyyy	xxxxx	xxxxx				
<u>Date</u>	<u>Reference</u>	<u>Amount</u>															
dd/mm/yyyy	xxxxx	xxxxx															
dd/mm/yyyy	xxxxx	xxxxx															
dd/mm/yyyy	xxxxx	xxxxx															
4	ADD: Petty Cash balance at date	LC	X,XXX,XXX	US\$	XXX,XXX.XX												
5	UNLIQUIDATED EXPENSES- expenditures withdrawn from SGIA but not yet claimed for replenishment (Itemize expenses)	LC	X,XXX,XXX	US\$	XXX,XXX.XX												
	5.1 _____																
	5.2 _____																
	5.3 _____																
	5.4 _____																
6	TOTAL ADVANCE ACCOUNTED FOR	LC	X,XXX,XXX	USD	XXX,XXX.XX												

Explanation of any discrepancy between totals appearing in lines 1 and 6 above (e.g., earned interest credited to the account, bank charges, etc.):

Authorized Representative

NOTE:

If SGIA is maintained in local currency, please indicate exchange rates used at the time of advance/replenishment from the main Imprest Account.

¹ Total amount advanced should tally with amount shown in item no. 5 (a) of the main Imprest Account Reconciliation Statement (IARS).

Replenishment/Liquidation (ADB-IFP-SS)
(ADB-Imprest Fund Procedure-Summary Sheet)

box:

[illegible]

Ensure that amount agrees with the sum indicated in the application.

(Authorized Representative's Signature, Name and Position)

LIQUIDATION OF ADVANCE

Date _____

ADB Loan No. _____

To: Asian Development Bank
6 ADB Avenue, Mandaluyong City
1550 Metro Manila, Philippines

Application No. _____

--	--	--	--	--

Attention: Loan Administration Division, Controller's Department (CTLA)

Attached are the Summary Sheets and the supporting documents (if any) for expenditures in the sum of:

Currency	Amount (in figure)	Amount (in words)

incurred under the Loan Agreement of the Asian Development Bank. Please liquidate against previous advance(s).

Description of Goods and Services:		
Category	Description	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total		_____

Note: Separate Summary Sheet should be used for each category.

Name of Borrower

Signature of Authorized Representative(s)

Printed Name/Position Title of Authorized Representative(s)

STATEMENT OF EXPENDITURES (SOE) FOR CONTRACTS OF US\$100,000 AND BELOW

For the Period _____ to _____

SOE for:	<input type="checkbox"/>	Replenishment of Imprest Advance	<input type="checkbox"/>	Reimbursement	<input type="checkbox"/>	Liquidation	<input type="checkbox"/>
----------	--------------------------	----------------------------------	--------------------------	---------------	--------------------------	-------------	--------------------------

SOE Sheet No.:	AODB Loan No.	Category/subcategory:	Application No.:	Date:
----------------	---------------	-----------------------	------------------	-------

[illegible]

* PCSS - Procurement Contract Summary Sheet.

CERTIFICATION

TOTALS

It is hereby certified that the above amounts have been paid for proper execution of project activities within the terms and conditions of the Loan Agreement. All documentation authenticating these expenditures has been retained in (insert location) and will be made available upon request of review missions. It is further certified that payments have not been split to enable them to pass through the threshold prescribed under the SOE.

Borrower:

By: _____
(Authorized Representative Signature, Name and Position)

FREE FORMAT^a

ADB

For the Period to

Date: _____

☐ Liquidation/Replenishment of Imprest Advances☐ Reimbursement[illegible]

CERTIFICATION

It is hereby certified that the above amounts have been paid for proper execution of project activities within the terms and conditions of the Loan Agreement. All documentation authenticating these expenditures has been retained in (insert location) and will be made available upon request of review missions. It is further certified that payments have not been split to enable them to pass through the threshold prescribed under the SOE.

By: _____
(Authorized Representative Signature, Name and Position)

Notes:

- a This free format is applicable to local expenditures such as recurrent operating cost, fellowship and training, etc., which are not covered by contract awards. For other SOE claims, column headings and titles may be added/changed as appropriate to suit the circumstances of the Project.
- b Ensure that the total amount or the aggregate of all summary sheets agrees with the sum indicated in the application which should be equivalent to US\$100,000 or above.

Pro Forma of the Executing Agency's Project Progress Report

A. Introduction and Basic Data

Provide the following:

- ADB loan number, project title, borrower, executing agency(ies), implementing agency(ies);
- total estimated project cost and financing plan;
- status of project financing including availability of counterpart funds and cofinancing;
- dates of approval, signing, and effectiveness of ADB loan;
- original and revised (if applicable) ADB loan closing date and elapsed loan period based on original and revised (if applicable) loan closing dates; and
- date of last ADB review mission.

B. Utilization of Funds (ADB Loan, Cofinancing, and Counterpart Funds)

Provide the following:

- cumulative contract awards financed by the ADB loan, cofinancing, and counterpart funds (commitment of funds to date), and comparison with time-bound projections (targets);
- cumulative disbursements from the ADB loan, cofinancing, and counterpart funds (expenditure to date), and comparison with time-bound projections (targets); and
- reestimated costs to completion, need for reallocation within ADB loan categories, and whether an overall project cost overrun is likely.

C. Project Purpose

Provide the following:

- status of project scope/implementation arrangements compared with those in the report and recommendation of the President (RRP), and whether major changes have occurred or will need to be made;
- an assessment of the likelihood that the immediate development objectives (project purpose) will be met in part or in full, and whether remedial measures are required based on the current project scope and implementation arrangements;
- an assessment of changes to the key assumptions and risks that affect attainment of the development objectives; and
- other project developments, including monitoring and reporting on environmental and social requirements that might adversely affect the project's viability or accomplishment of immediate objectives.

D. Implementation Progress

Provide the following:

- assessment of project implementation arrangements such as establishment, staffing, and funding of the PMO or PIU;
- information relating to other aspects of the EA's internal operations that may impact on the implementation arrangements or project progress;
- progress or achievements in implementation since the last progress report;
- assessment of the progress of each project component, such as,
 - recruitment of consultants and their performance;
 - procurement of goods and works (from preparation of detailed designs and bidding documents to contract awards); and
 - the performance of suppliers, manufacturers, and contractors for goods and works contracts;
- assessment of progress in implementing the overall project to date in comparison with the original implementation schedule—quantifiable and monitorable target, (include simple charts such as bar or milestone to illustrate progress, a chart showing actual versus planned expenditure, S-curve graph showing the relationship between physical and financial performance, and actual progress in comparison with the original schedules and budgets, the reference framework or guidelines in calculating the project progress including examples are shown in Appendix 2); and
- an assessment of the validity of key assumptions and risks in achieving the quantifiable implementation targets.

E. Compliance with Covenants

Provide the following:

- the borrower's compliance with policy loan covenants such as sector reform initiatives and EA reforms, and the reasons for any noncompliance or delay in compliance;
- the borrower's and EA's compliance with financial loan covenants including the EA's financial management, and the provision of audited project accounts or audited agency financial statements; and
- the borrower's and EA's compliance with project-specific loan covenants associated with implementation, environment, and social dimensions.

F. Major Project Issues and Problems

Summarize the major problems and issues affecting or likely to affect implementation progress, compliance with covenants, and achievement of immediate development objectives. Recommend actions to overcome these problems and issues (e.g., changes in scope, changes in implementation arrangements, and reallocation of loan proceeds).

Framework and Guidelines in Calculating Project Progress

A. Introduction

1. To ensure that all implementation activities are reflected in measuring implementation progress against the project implementation schedule, the term "physical completion" in the PPR has been changed to "project progress."
2. Physical and precommencement activities are considered in calculating project implementation progress. These activities, which may include recruitment of consultants, capacity building, detailed design, preparation of bid and prequalification documents, etc., could constitute a significant proportion of overall implementation and therefore should be counted.
3. Each activity in the implementation schedule will be weighted according to its overall contribution (using time as a reference) to progress of project implementation. These weights will then be used to calculate the percentage of project progress along the entire time span of the project. This is to provide a holistic view of the pace of implementation.

B. Framework for Compiling Activity List and Assigning Weights

4. As implementation activities and their corresponding weights will vary according to the type of project, sector, and country, sector divisions or RMs will be responsible for determining and including them in the project administration memorandum. The actual project implementation progress of these activities should be reported regularly through the EA's quarterly project progress report. To ensure ADB-wide consistency, the following framework has been established; its application will be monitored through the PPR.

1. Compilation of Activity List

5. Sector divisions or RMs concerned should identify major implementation activities and include them in the implementation schedule, which is attached as an appendix in the report and recommendation of the President (RRP). The implementation schedule should follow the critical path of the project's major activities in project implementation taking account of various country, sector, and project constraints.

2. Assignment of Weights

6. Corresponding weights for each activity should be assigned to ensure that "project progress" measures the percentage of achievement (nonfinancial except when the project has credit components) for all events during the entire duration of the implementation schedule. To avoid disproportionate assignment of weights, to the extent possible these should be evenly distributed along the implementation schedule. When activities are concurrent, avoid "double counting."

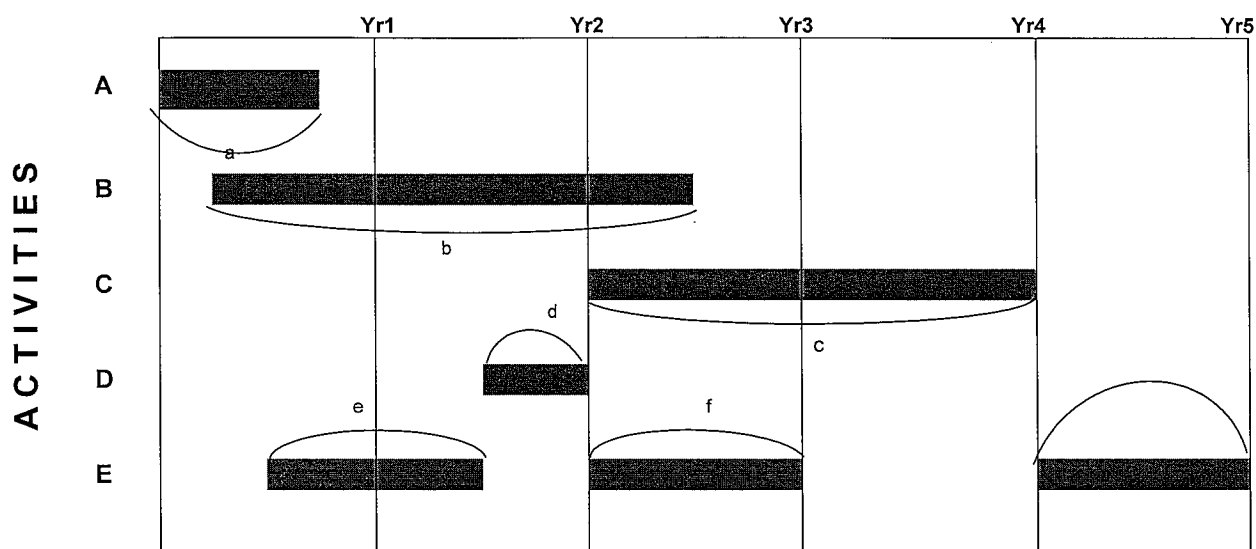
3. Computation of Project Progress

7. Once all activities are identified and corresponding weights assigned, project progress should be calculated using the following steps:
 - (i) Determine the actual percentage progress (nonfinancial) of each activity.

- (ii) Multiply these percentages by the assigned weight of each activity to arrive at the weighted progress.
- (iii) Add up the resulting weighted progress of all activities to determine the project progress.

Page 3 of this Appendix provides an illustration of this calculation using a generic sample implementation schedule and this Appendix, page 4 a specific example in the education sector.

Implementation Schedule with Activities and Weights



1. Sum of all weights should equal 100 percent ($a+b+c+d+e+f+g = 100\%$)
2. When calculating the percentage of "project progress," all completed activities should be counted as accomplished, regardless of when they were scheduled to be completed. For example, when calculating the percentage of "project progress" after year 3, if activity D is completed in year 3 rather than in year 2, it should still be included in the computation.
3. Total weight of each activity is as follows: Activity A— a ; Activity B— b ; Activity C— c ; Activity D— d ; and Activity E— $e + f + g$
4. Project progress of a project is the summation of the actual percentage of progress for each activity multiplied by the total weight of each activity.

Sample Implementation Schedule

Activities	Year 1	Year 2	Year 3	Year 4	(a) Assigned Weight	(b) Actual Progress	(a) x (b) Weighted Progress
Establish PIU	██████				5%	100%	6%
Establish Accreditation Board, etc.	██████				5%	0%	0%
Appoint Staff and Budget	████				4%	75%	3%
Adopt Architecture Plans	████				2%	100%	2%
Shortlist Consulting Firms	██████				6%	100%	6%
Prepare Fellowship Program		██████			6%	76%	4%
Prepare Civil Works Tendering		██████████			30%	0%	0%
Civil Works: Classrooms, Dorms, etc.		████████████████████			6%	0%	0%
Procurement of Furniture and Equipment				██████	16%	10%	2%
Field Work of Consultants		██████████████████			7%	0%	0%
Provide Fellowships				██████████	6%	0%	0%
Conduct Study Tours			██████		6%	0%	0%
Provide Curriculum Standards				██████████	6%	0%	0%
				Total Weight	100%		
				Imp. Progress			24%

(a) Assigned weight for each activity

(b) Actual progress of each activity

(a) x (b) weighted progress for each activity

Project progress = sum of all weighted progress for each activity

FORMAT FOR FAX TRANSMITTAL TO ADB

TO: Mr. Frederick Roche, Director, SANS

FAX NO.: (632) 636-2391

FROM: (Name), Project Director

DATE:

SUBJECT: **Loan No. 2143-NEP(SF): Gender Equality and Empowerment of Women Project**
- Quarterly Contract Awards/Commitments and Disbursement Projections For Year 2007

FOLLOWING QUARTERLY PROJECTIONS (IN MILLION US DOLLARS) HAVE BEEN MADE
IN _____ 200__:

A. CONTRACT AWARDS/COMMITMENTS:

QUARTER I	_____
QUARTER II	_____
QUARTER III	_____
QUARTER IV	_____
TOTAL	_____

B. DISBURSEMENTS:

QUARTER I	_____
QUARTER II	_____
QUARTER III	_____
QUARTER IV	_____
TOTAL	_____

REGARDS,



Asian Development Bank

South Asia Department

28 May 2007

Mr. Vidyadhar Mallik
Secretary
Ministry of Finance
Government of Nepal
Singa Durbar
Kathmandu, Nepal

Dear Mr. Mallik,

**Subject: Loan No. 2143-NEP(SF): Gender Equality and Empowerment of Women
— FINANCIAL REPORTING AND AUDITING REQUIREMENTS**

This letter is to ensure your timely compliance with the loan covenants and the quality of financial information as required by ADB. ADB's *Handbook for Borrowers on the Financial Governance and Management of Investment Projects Financed by the ADB* (the Booklet) is enclosed to guide you.

ADB, by its Charter, is required to ensure that the proceeds of any loan made, guaranteed, or participated in by ADB are used for the purposes for which the loan was approved. ADB requires accurate and timely financial information from its borrowers to be assured that expenditure was for the purposes stated in the loan agreement.

For this particular loan, the requirements are stipulated in sections 4.06(a) and 4.06(b) of the Loan Agreement dated 9 June 2006 between ADB the Government of Nepal. Copies of the Loan Agreement are enclosed for onward transmission by your office to your Executing Agency, the Department of Women Development (DWD) of the Ministry of Women, Children and Social Welfare and the Auditor(s), together with a copy of this letter.

The following are the main requirements:

- (i) ADB requires DWD to maintain separate project accounts and records exclusively for the Project to ensure that the loan funds were used only for the objectives set out in the Loan Agreement.
- (ii) The first set of project accounts to be submitted to ADB covers the fiscal year ending 2007. As stipulated in the Loan Agreement, they are to be submitted not later than nine (9) months after the end of the fiscal year. For this loan, the deadline is by 19 April 2008.
- (iii) The accounts and records for the project are to be consistently maintained by using sound accounting principles. Please stipulate that the Auditor is to express an opinion on whether the financial report has been prepared using international or local generally accepted accounting standards and whether they have been applied consistently.

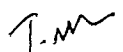
- (iv) ADB prefers project accounts to use international accounting standards prescribed by the International Accounting Standards Committee. Please advise the Auditor to comment on the impact of any deviations, by DWD from international accounting standards.
- (v) Please ensure that the Auditor specifies in the Auditor's Report the appropriate auditing standards they used, and direct them to expand the scope of the paragraph in the Auditor's Report by disclosing the key audit procedures followed. The Auditor is also to state whether the same audit procedures were followed for all supplementary financial statements submitted.
- (vi) ADB wishes that auditors conform to the international auditing standards issued by the International Federation of Accountants. In cases where other auditing standards are used, request the Auditor to indicate in the Auditor's Report the extent of any differences and their impact on the audit.
- (vii) The external auditor's opinion is also required on whether
 - the proceeds of the ADB's loan have been utilized only for the project as stated in the Loan Agreement;
 - the financial information contains data specifically agreed upon between DWD and ADB to be included in the financial statements;
 - the financial information complies with relevant regulations and statutory requirements; and
 - compliance has been met with all the financial covenants contained in the Loan Agreement.
- (viii) The Auditor's Report is to clearly state the reasons for any opinions that are qualified, adverse, or disclaimers.
- (ix) Actions on deficiencies disclosed by the Auditor in its report are to be resolved by DWD within a reasonable time. The Auditor is to comment in the subsequent Auditor's Report on the adequacy of the corrective measures taken by DWD.

Compliance with these ADB requirements will be monitored by review missions and during normal project supervision, and followed up regularly with all concerned, including the external auditor.

Very truly yours,



Frederick Roche
Director
Agriculture, Natural Resources and
Social Services Division
South Asia Department



PROJECT PERFORMANCE REPORT

As of 30 Apr 2007

SERIAL NO : 10
 DIVISION : SANS
 DEPARTMENT : SARD
 PROJECT NO : 34306
 STATUS : ACTIVE

(ALL AMOUNTS IN US\$ MILLION)

BASIC DATA

		PROJECT AT RISK	LAST:	CURR:	Targeting Classification
NAME		Impact and Outcome	: No	No	TI
2143: GENDER EQUALITY AND EMPOWERMENT OF WOMEN PROJECT		Implementation Progress (IP)	: S	S	Targeted Intervention
		Potential Problem (PP)	: No	No	
		Override	: No	No	Themes
					GAD
					Subthemes
					Equity in capabilities
					Equity in opportunities
					Equity in empowerment and rights

LOAN NO(S)	APPROVAL	SIGNING	EFFECTIVITY	ORIGINAL	REVISED	ACTUAL	PHYSICAL COMPLETION	ELAPSED LOAN PERIOD
2143-NEP(SF)	16 Dec 04	09 Jun 06	28 Nov 06	30 Jun 10	-	-	ORIG: Dec 09	ORIG: 43%
							REV:	REV: 0%

PROJECT PROGRESS: 5%
 REVIEW MISSIONS: LAST: 17-10-2006 ACTUAL DAYS (last 12 months): 8
 NEXT: PLANNED DAYS:
 EXECUTING: Dept of Women Devt, Min. of Women, Children & Social Welf
 AGENCIES:

FINANCING PLAN (LOAN)

	FOREX	LOCAL	TOTAL	COUNTERPART FUNDS ADEQUATE	CURRENT VALUE OF BANK LOAN:	BALANCE AVAILABLE FOR COMMITMENT:
PROJECT COST	1.3	14.2	15.500	Yes	APPROVED : 10.000	10.119
Bank	1.3	8.7	10.000		NET : 10.119	
Government	0.0	3.4	3.400			
Beneficiaries	0.0	2.1	2.100			

LOAN UTILIZATION

----- CUMULATIVE CONTRACT AWARDS -----			----- 2007 CONTRACT AWARDS -----						
	ADB	OTHERS	CUMULATIVE		1Q	2Q	3Q	4Q	TOTAL
Dec 06	0.000	0.000	CONTRACTS TO NET	PROJ	0.050	0.050	0.500	0.500	1.100
30 Apr 07	0.000	0.000	BANK LOAN(S): 0%	ACTUAL	0.000	0.000	0.000	0.000	0.000
Proj 07	1.100								
----- CUMULATIVE DISBURSEMENTS -----			----- 2007 DISBURSEMENTS -----						
	ADB	OTHERS	CUMULATIVE		1Q	2Q	3Q	4Q	TOTAL
Dec 06	0.000	0.000	DISBURSEMENTS	PROJ	0.000	0.050	0.050	0.300	0.400
30 Apr 07	0.590	0.000	TO NET BANK	ACTUAL	0.590	0.000	0.000	0.000	0.590
Proj 07	0.400		LOAN(S): 6%						

COVENANTS

	AUDITED PROJECT ACCOUNTS / DELAY	AGENCY FINANCIAL STATEMENTS / DELAY	SECTOR COVENANTS	ENVIRONMENTAL COVENANTS	SOCIAL COVENANTS	FINANCIAL COVENANTS	ECONOMIC COVENANTS
COMPLIANCE WITH COVENANTS:	S / 0 mos.	S / 0 mos.	-	-	-	-	-

MAJOR ISSUES/PROBLEMS (IP, Impact and Outcome, Covenants)**PROBLEM(S)****ACTION TAKEN/PROPOSED**

--	--

Cynthia Rosario G. Razon

Marzia M. Mongiorgi

PAU ASSISTANT

PROJECT SPECIALIST

SANS: 34306

POTENTIAL PROBLEM PROJECT

Rating Criteria	Flag (Yes/NO)	Actual Rating	Remarks
1. Project Implementation Delays	No	S	
2. Poor Compliance with Covenants	No	No Covenant	
3. Established, Staffed, and Operating PMU/PIU	No	No Input	
4. Fielding of Consultants	No	No Input	
5. Shortage of Counterpart Funds/Cofinancing	No	HS	
6. Cost Overrun	No	HS	
7. Poor Compliance with Audited Project Accounts and Agency Financial Statements	No	S	
8. Environmental or Social Problems	No	No Covenant	
9. Significant Disbursement Delays	No	3540.00	0.590 / 0.017= 3540%
10. In Risk Sector in a Country with History of Past Problems	Yes	50%	
11. Project Fielded Missions	No	8	
Overall Rating	No		< 4 flags

Override PP Rating (for COSO use only)		
New PP Rating:	Effective Date:	Date of Lifting:

Justification for Override	Justification for Lifting

Update Control : Fe E. de Leon; Victoria Fe G. Mariano; Cynthia Rosario G. Razon; Marzia M. Mongiorgi
Last Updated by : COSO Monthly Uploading
Last Modified on : 31/05/2007 06:54 AM
Created on : 15/01/2005 11:54 AM

SANS: 34306

**Rating Criteria for the Assessment of
Implementation Progress**

Date of Change(DD-MM-YYYY): 29/05/2007

Project: 34306 - GENDER EQUALITY AND EMPOWERMENT OF WOMEN PROJECT

Loan Number: 2143-NEP(SF)

Department: SARD

Division: SANS

Approval Date: 16/12/2004

Signing Date: 09/06/2006


Effectivity Date: 28/11/2006

Original Closing Date: 30/06/2010

Status: ACTIVE

PROJECT LOANS

1. Project Implementation: 12 months delay 18.05 % delay	< 20% delay	2 - Satisfactory
2. Change in Project Scope months pending	<input checked="" type="radio"/> No Major Changes <input type="radio"/> Major Changes Approved <input type="radio"/> Approval pending	2 - Satisfactory
3. Change in Implementation Arrangements: months pending	<input checked="" type="radio"/> No Major Changes <input type="radio"/> Major Changes Approved <input type="radio"/> Approval pending	2 - Satisfactory
4. Project Costs 0 % overrun <input type="radio"/> Settled <input type="radio"/> Not Settled	No overrun	3 - Highly Satisfactory
5. Counterpart Funding/Cofinancing <input type="radio"/> Inadequate Funds % shortfall <input checked="" type="radio"/> Adequate Funds <input type="radio"/> Not applicable <input type="radio"/> Data not Available	No shortfall	3 - Highly Satisfactory
6. Major Covenants		- No Covenant
7. Audited Project Account / Agency Financial Statements:		2 - Satisfactory
Overall Project Implementation	Rounded: 2	Satisfactory

Note: This is for recording purposes only and does not affect in any way the overall IP Rating. For guidelines in calculating project progress, please refer to Appendix 2 of PAIS.01 

Project Progress: 5%

Override IP Rating (for COSO use only)		
New IP Rating:	Effective Date:	Date of Lifting:
Justification for Override	Justification for Lifting	
Rating Upon Suspension (for COSO use only)		
New IP Rating:	Effective Date:	Date of Lifting:
Remarks:		

Update Control : Fe E. de Leon; Victoria Fe G. Mariano; Cynthia Rosario G. Razon; Marzia M. Mongiorgi
 Last Updated by : Cynthia Rosario G. Razon
 Last Modified on : 31/05/2007 06:54 AM
 Created on : 15/01/2005 11:52 AM

SANS: 34306

IMPACT AND OUTCOME**Impact**

Description
Reduced poverty of poor rural women, including low-caste and ethnic groups, and their households in selected areas of rural Nepal.

Outcome

Description
Poor rural women, including low-caste and ethnic groups, empowered economically, socially, and politically [Taken from the Project Framework]

Performance Targets/Indicators	Rating (HS,S,PS,U)	Progress/Status
1. Total of 100,000 households have positive economic and social development impacts from the project.	S	
2. 50,000 women have improved and regular sources of production and income.	S	

Key Assumptions/Risks	Rating (HS,S,PS,U)	Assessment of Current Status
Assumptions:		
1. Very poor and poor are correctly identified and supported by appropriate delivery mechanism.	S	
2. Communication, activities, and monitoring are not hampered by restricted mobility and security.	S	
3. Government, partners NGOs, and other stakeholders are committed to the project, and accepted in conflict and post-conflict areas.	S	
4. District Development Committee (DDC) capabilities to manage increased and decentralized district funding.	S	
5. Budget is allocated properly to sustain delivery and initiatives under the Project.	S	
Risks:	Mitigated (Y/N)	
1. Executing agency may not have adequate capacity to effectively coordinate activities.	Yes	S
2. Microfinance Institutions (MFIs) may not be responsive as envisaged in providing loans to the target groups.	Yes	S
3. Targeted poor rural women are constrained in participating in project activities due to lack of time, energy, and self-confidence.	Yes	S
Overall Rating	S	NOTE: Overall Rating is based only on Assumptions and Risks until project completion. Thereafter, Immediate DO assessment will be included

Rating Upon Suspension (for COSO use only)

New Impact and Outcome Rating:	Effective Date:	Date of Lifting:
Remarks:		

Recent Development (Date: 30/05/2007)

(i) Weekly meeting with NRM counterpart staff, (ii) PAM finalized, (iii) procurement plan submitted to ADB

Problems with Impact and Outcome

Description	Action Taken/Proposed

Project Quality (one time input)

Capacity Building Component	Training Component	Participatory Process	Project Manager/Project Office prior to Loan approval	Incorporated Lessons Learned in Sector/Country	Logical Framework
Yes	Yes	Yes	Yes	Yes	Yes

Update Control : Fe E. de Leon; Victoria Fe G. Mariano; Cynthia Rosario G. Razon; Marzia M. Mongiorgi

SANS: 34306

IMPLEMENTATION PROGRESS

Project Outputs		
Description	Indicators / Targets	Status
1. Economic empowerment. Increased income, assets, and employment opportunities for poor rural women	(a) 30,000 women, at least 30% from dalit and janajati, have been trained and supported in establishing and the operating MEs	
	(b) The ratio between the number of demands and the number of households having access to commercial poultry or pig package is at least 90%.	
	(c) Income levels increased by at least 30% for female wage laborers in the selected VDCs.	
2. Legal Empowerment. Increased control by poor rural women over their lives through the use of law	(a) at least 80% of the poor rural women of the selected VDC have increased their knowledge of their rights	
	(b) the number of women in the project area who have a citizenship certification has increased by 25%	
3. Social Empowerment. Increased available time and improved opportunities for poor rural women to pursue both personal and community development	(a) 40% of the illiterate women and disadvantaged groups from the selected communities have achieved functional literacy program	
	(b) 38,500 households are benefiting from time saving technologies	
	(c) 250 km of trails, including bridge and drainage structures, and organized communities for maintenance.	
4. Institutional Strengthening on Gender Mainstreaming. Increased capacity to mainstream gender and promote women's empowerment	(a) Organizational audit of DWD is completed in the first 3 months of the Project.	Institutional audit is being undertaken under TA 4767. Draft audit report incorporating DWD and ADB's comments is being finalized.
	(b) Training modules prepared for DWD and WDO staff, for district-level staff and DDCs based on audit recommendations	TA 4767 consultants are drafting the training modules.
	(c) DWD and WDO offices in Project districts have been refurbished and equipped with basic office furnishings, computer and training equipment	Procurement plan submitted to ADB

Key Project Inputs

(Loan Categories from LFIS/Logical Framework)	Remarks
1 Civil Works, \$0.689	Total contract awards = 0.00; disbursement = 0.00
2 Vehicles and Equipment, \$0.183	Total contract awards = 0.00; disbursement = 0.00
3 Community Works and Materials, \$2.623	Total contract awards = 0.00; disbursement = 0.00
4 Contracts with SPs, \$2.649	Total contract awards = 0.00; disbursement = 0.00
5 Consulting Services, \$0.827	Total contract awards = 0.00; disbursement = 0.00
6 Recurrent Expenditure, \$0.792	Total contract awards = 0.00; disbursement = 0.00
7 Matching Funds, \$0.694	Total contract awards = 0.00; disbursement = 0.00
8 Interest Charge, \$0.222	Disbursement = \$0.000
9 Unallocated, \$1.242	still intact

Key Assumptions/Risks (Input-Output)	Assessment of Current Status
Proportion of poor women and other disadvantaged ethnic groups and castes participating in project activities represent at least 60% of the beneficiaries.	
There is political commitment to these activities.	
Poor and very poor female/caste/ethnic groups can afford to participate in and benefit from community activities	
Audit recommendations are supported by MOWCSW and other line agencies.	

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Implementation Progress

Rating Criteria	Rating (HS, S, PS, U)	Remarks
1. Project Implementation	S	
2. Change in Project Scope	S	
3. Change in Implementation Arrangements	S	
4. Project Costs	HS	
5. Counterpart Funding/Cofinancing	HS	
6. Major Covenants (exclude #7 below)		
7. Audited Project Accounts and Corporate Financial Statements	S	
Overall Rating	S	

Design Changes

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Recent Development (Date:)

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Problems with IP

Description	Action Taken/Proposed

COVENANTS

Project-Specific Covenants

Project and EA Accounts

EA	FY End	FY	Months Due After FY	Due	Date Received	Months Delayed	Acceptable Y / N	Status of Compliance	Rating
Submission of Audited Project Accounts (APA):									
Central Project Management Team	Jul	06/07	9	30/04/2008	-	0	-	NYD	S
Submission of Agency Financial Statements (AFS):									
Central Project Management Team	Jul	06/07	9	30/04/2008	-	0	-	NYD	S
Overall Compliance and Rating:								NYD	S
Remarks:									

Project Specific Covenants

Project-specific covenants	Date Due	Date Complied	Delays (mo.)	Status of Compliance	Rating (S,PS,U)	Remarks/Issues
Sector					-	
1. LA, Sched. 6, para 15. Within 4 months of the effective date, the CPMT together with the DPTs, shall have undertaken a poverty and social mapping of the core project area to identify the VDCs and communities for project assistance. The mapping should explicitly include the following groups: women on landless households, poor women-headed households, former bonded laborers, low caste and dalit women, and women from poor ethnic minorities. 28/03/2007						
2. LA, Sched. 6, para. 16. DWD shall ensure that the selection of VDCs and communities for all project activities shall be in accordance with selection criteria agreed upon between DWD and ADB. In addition, the DPTs in consultation with the DICC shall develop secondary criteria for each district, which shall take into account different settlement patterns in different geographical regions.						
3. LA, Sched. 6, para. 17. The Government shall ensure that for those VDCs selected according to the criteria, the VDC Secretary shall be in place at all times during project implementation. For those VDCs selected that have no Secretary, a Secretary shall be appointed within 1 month after VDC selection.						
4. LA, Sched. 6, para. 19. DWD shall take all necessary steps to ensure that project activities reach at least 30% dalit women and poor ethnic minorities. Within 1 month of the effective date, DWD shall have issued instructions to all women development officers (WDOs) to include dalits and poor ethnic minorities as a target group for all activities, in particular for but not limited to project activities. 28/12/2006						
5. LA, Sched. 6, para. 20. DWD shall ensure that group mobilization is not limited to those groups that have been formed by WDOs but shall also include groups that have been formed by other organizations, in particular groups with a strong membership from dalits and from poor ethnic minorities.						
6. LA, Sched. 6, para. 22. DWD shall ensure that all district level activities with the target groups shall be implemented in local languages.						

Project-Specific Covenants						Remarks/Issues
Project-specific covenants	Date Due	Date Complied	Delays (mo.)	Status of Compliance	Rating (S,PS,U)	
7. LA, Sched. 6, para. 23. SPs for implementing district level activities shall be selected according to criteria agreed upon between DWD and ADB. Priority shall be given to such SPs that have experience in working with dalits and poor ethnic minorities at the local level.						
8. LA, Sched. 6, para. 24. Assessment criteria for proposals by SPs for activities to be contracted at the central level shall reflect the TOR for those SPs and agreed upon between DWD and ADB. Invitations for expressions of interests shall be advertised in both English and Nepali newspapers. Pre-qualifications to bid for these contracts shall include: (i) at least 3 years legal registration as an NGO at the central level; (ii) demonstrated institutional capacity (including sufficient qualified human resources) to successfully implement the project activities; (iii) demonstrated focus on gender and socially excluded groups in particular dalits; (iv) an existing network of local NGOs and CBOs in at least 8 of the district in the core project area, through which the district level activities of these contracts can be implemented; and (v) externally audited accounts with current certified financial statements for a period of at least 2 years.						
9. LA, Sched. 6, para. 25. The Government shall ensure that in each of the district in the core project area, a District Women Development Subcommittee shall be established in accordance with Article 190 of the Local Self Governance Act. The TOR of the Subcommittee shall include a review of annual plans of the other subcommittees prior to submission of such plans to the district development committee.						
10. LA, Sched. 6, para. 26. Within 2 months after the finalization of the country study for Nepal under ADB-funded RETA 6188 on Establishing Legal Identity for Social Inclusion, the Government based on the RETA's findings and recommendations, shall take a decision on waiving the fee for birth registration that becomes due after 35 days of delivery.						
11. LA, Sched. 6, para. 27. Within 4 months of the effective date, DWD shall have convened a first meeting of the Gender Stakeholders Group, established to provide a common platform for advocacy and implementation activities. The mandate of the GSG shall be: (i) coordination of reforms to eliminate discrimination on the basis of gender, low caste, and ethnicity, particularly as it relates to women; (ii) coordination of gender equality programs, supported by external funds and by the Government with a view to avoid overlapping activities; (iii) planning of gender equality programs in a complementary way; and (iv) make recommendations to the appropriate authorities. Members of the Gender Stakeholders Group shall include representatives of MOWCSW, DWD, National Women's Commission, the Feminist Dalit Organization, the Donor's Gender Forum as well as civil society groups and NGOs with a strong focus on gender issues. 28/03/2007						
12. LA, Sched. 6, para. 28. The Government shall ensure that the mobile government units for service delivery in the most isolated areas shall include the WDO lawyer as a member of its team, with a mandate to assist in the issuance of birth, marriage and citizenship certificates in those areas.						
13. LA, Sched. 6, para. 29. Within 1 year of effective date, and provided parliament shall not have reconvened before such date, the Government shall have passed the draft Bill on Domestic Violence, the draft National Women's Commission Act, and the draft National Dalit Commission Act as Ordinances to be renewed every six months, and these Ordinances shall have been gazetted. 28/11/2007						
14. LA, Sched. 6, para. 30. The Government shall ensure that within 2 months after Parliament shall have been reconvened, the following shall be submitted to Parliament for passage as Acts: (a) the Ordinance on the National Women's Commission; (b) the Ordinance on the National Dalit Commission; (c) the Ordinance to Amend Some Acts to Eliminate Discriminatory Provision against Women; and (d) the Ordinance on Domestic Violence.						

Project-Specific Covenants						Remarks/Issues
Project-specific covenants	Date Due	Date Complied	Delays (mo.)	Status of Compliance	Rating (S,PS,U)	
Environmental						-
1. LA, Sched. 6, para. 33. The Government shall ensure that the design, extension, upgrading, renovation and operations of facilities under the project will follow the Government's environmental requirements, ADB's environmental guidelines for Selected Infrastructure Development Projects, and other relevant ADB guidelines on environment. Within 3 months of the effective date, DWD shall have developed an environmental checklist in accordance with the Government's environmental legislation, regulations and guidelines and ADB's Environmental Assessment Guidelines.						
Social						-
1. LA, Sched. 6, para. 26. Within 2 months after the finalization of the country study for Nepal under ADB-funded RETA 6188 on Establishing Legal Identity for Social Inclusion, the Government based on the RETA's findings and recommendations, shall take a decision on waiving the fee for birth registration that becomes due after 35 days of delivery.						
2. LA, Sched. 6, para. 31. The Government shall ensure that civil works contractors comply with all applicable labor legislation. Bidding documents shall include a clause on the prohibition of child labor, as defined in national legislation, for construction and maintenance activities as well as a clause ensuring equal pay for men and women for work of equal value. Compliance with these provisions shall be strictly monitored during project implementation.						
3. LA, Sched. 6, para. 32. The Government shall ensure that all facilities to be constructed, extended or upgraded under the project shall, to the extent possible, be located on land owned by the Government and no displacement or resettlement of people, including squatters, shall be involved. If no such land is available, the Government shall ensure that there will be no compulsory acquisition of land or assets for such new construction, expansion or upgrading, but that land will be purchased in the open market on a willing buyer/willing seller basis. In the event that involuntary resettlement is unavoidable, the Government shall immediately inform ADB and prepare resettlement plans in accordance with ADB's policy and guidelines on Involuntary Resettlement and in accordance with the agreed Land Acquisition and Resettlement Framework. The Government shall ensure that no construction shall start prior to having obtained ADB's approval of such resettlement plan.						
Financial						-
1. LA, Sched. 6, para. 13. The Government shall ensure that the approved budget allocations for the project shall be sufficient to cover all counterpart funding required for the project, in accordance with the financing plan. This includes, but is not limited to, funds for the daily operational expenses of DWD and WDO, in particular to ensure the mobility of WDO staff.						Adequate counterpart funds available.
2. LA, Sched. 6, para. 14. The Government shall ensure that central level activities shall be included in the budget of FY05.						
3. LA, Sched. 6, para. 18. The Government shall ensure that matching funds provided under Component A (vi) stated in the LA shall only be provided in the hills and mountain districts.						
4. LA, Sched. 6, para. 21. The selection of credit committees and cooperatives to which matching funds shall be provided under Component A (vi) shall meet the eligibility criteria agreed upon between DWD and ADB.						

Project-Specific Covenants

Project-specific covenants	Date Due	Date Complied	Delays (mo.)	Status of Compliance	Rating (S,PS,U)	Remarks/Issues
5. LA, Art. IV, Section 4.06(a). The Government shall maintain or cause to be maintained, records and accounts adequate to identify the goods and services and other items of expenditure financed out of the proceeds of the loan, to disclose the use thereof in the project, to record the progress of the project.						
6. LA, Art. IV, Section 4.06(b). The Government shall (i) maintain or cause to be maintained, separate accounts for the project; (ii) have such accounts and related financial statements audited annually in accordance with appropriate auditing standards consistently applied, by independent auditors whose qualifications experience and TOR are acceptable to ADB; (iii) furnish to ADB as soon as available but in any event not later than 9 months after the end of each related fiscal year, certified copies of such audited accounts and financial statements and the report of the auditors relating thereto (including the auditors' opinion on the use of the loan proceeds and compliance with the covenants of the LA as well as on the use of the procedures for imprest account/stateemnt of expenditures), all in the English language; and (iv) furnish to ADB such other information concerning such accounts and financial statements and the audit thereof as ADB shall from time to time request.						
Others						-
1. Established, Staffed, and Operating PMU/PIU LA, Sched. 6, para. 1. DWD shall be the project executing agency, responsible for overall project management and coordination of project activities.						
2. Fielding of Consultants A total of 22 person-months international and 150 person-months domestic consulting services.						
3. LA, Sched. 6, para 2. The Director General of DWD shall be the Project Director. (S)he shall assign the day-to-day project management to CPMT, headed by the Project Manager who shall be at the level of a DWD Director. Other than Project Manager, key staff in the CPMT shall comprise 2 monitoring officers, 2 training officers, a planning officer, an account officer and adequate support staff. All staff including the Project Manager shall be assigned to work for the project on a full-time basis. The Government shall take all necessary and appropriate measures to ensure that to the extent possible at least 50% of the CPMT staff shall be women.						The Ministry of General Administration has agreed to send a full time staff for the project except for the 15 monitoring and evaluation officers due to shortage of staff. These positions will be advertised. DWD is also looking for a full time PD to replace the acting PD.
4. LA, Sched. 6, para. 4. The Central Implementation Coordination Committee (CICC) shall meet as necessary but not less than 3 times a year to (i) oversee overall project implementation and review progress; (ii) provide overall policy guidance; and (iii) undertake inter-ministerial and inter-agency coordination necessary for implmentation of the Project. To the extent possible, CICC bi-annual meetings shall coincide with bi-annual project reviews.						The CICC has already been formed. The first meeting was held on 4 May 2007. The next fiscal year's (FY2007/08) work plan was approved during the meeting.
5. LA, Sched. 6, para. 5. The Government shall ensure that, within 3 months of the effective date, each Women Development Office (WDO) in the core project area shall have at least the following full-time staff in addition to the women development officer (WDOF): (a) one supervisor; (b) one accountant; (c) six women development assistants; (d) one monitoring and evaluation officer; (e) one lawyer; and (f) adequate support staff. DWD shall take appropriate and necessary measures to encourage women from the Dalit community to apply for positions in the District Project Team (DPT) and shall give priority to women from those communitites in filling the vacancies.						
28/02/2007						

Project-Specific Covenants						Remarks/Issues
Project-specific covenants	Date Due	Date Complied	Delays (mo.)	Status of Compliance	Rating (S,PS,U)	
6. LA, Sched. 6, para. 7 & 8. The Government shall ensure that within 1 month of the effective date, a District Implementation Coordination Committee (DICC) shall have been established in each of the districts in the core project area and its members notified. The DICC shall meet as necessary but not less than once a month to: (i) facilitate and coordinate technical support from the various district line agencies; (ii) review district project plans prepared by the DPT and forward them to the DDC for incorporation into DDC programs; (iii) review and confirm the selection by DPTs of VDCs and communities for Project interventions; (iv) review and endorse the selection and contracting by DPTs of SPs; and (v) review and endorse financial and progress reports to be submitted by the DPTs to the CPMT. 28/12/2006						
7. LA, Sched. 6, para. 9. The Government shall ensure that within 6 months after the organizational audit under Component D (i) shall have been approved, all women development assistant positions required shall have been filled.						The institutional audit report, under TA 4767 is being finalized.
8. LA, Sched. 6, para. 10. Within 1 month of the effective date, the Government shall have approved the creation of a legal position and a monitoring and evaluation position in each WDO in the core project area. The position shall be renewed on a yearly basis and shall be filled within 3 months of the effective date. 28/12/2006						
9. LA, Sched. 6, para. 11. The Government shall take all appropriate and necessary measures to limit to the maximum possible transfers of project staff. In the event the Government decides to transfer the Project Manager, selection and appointment of the new Project Manager shall be subject to ADB's prior concurrence.						
10. LA, Sched. 6, para. 12. The Government shall ensure that WDOs shall be provided with office space in the DDC building in each district in the core project area.						
11. LA, Sched. 6, para. 34 & 35. Project review at least twice a year during the first 2 years of project implementation. Mid-term review during the first half of year 3. At least 1 month prior to MTR, CPMT in consultation with DPT/WDOs shall submit a comprehensive report.						Consultation mission was field in April 2007.
12. LA, Sched. 6, para. 36. Within 6 months of the effective date, each DPT in consultation with the DPMT shall have established a PPMS, with an emphasis on impact monitoring. 28/05/2007						
13. LA, Sched. 6, para. 37. Within 4 months of the effective date, the CPMT shall have conducted the initial base-line survey and shall have submitted a detailed project implementation-monitoring plan for ADB's review and concurrence. 28/03/2007						
14. PROCUREMENT - If any substantial amendment of the contract is proposed after its execution, the proposed changes shall be submitted to the Bank for prior approval (no reference in Loan Agreement, but recommended by OAGI)						
Overall Rating					-	

Problems/Remarks/Issues with Covenants

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PROJECT ACTIVITIES AND COORDINATION

Project Activities	Programs to Coordinate for lessons learned	Programs to Coordinate for Planning, Implementation, Monitoring
1. Economic Empowerment		
Programs for Promoting Income Generation		
1.1 Increase Women-Led Microenterprises and other income generating activities	MEDEP, SNV/ANSAB, TLDP, WWF, ICIMOD, Bikas Belgium, IUCN, SCMFVN/DFID	MEDEP, CLDP, SNV/ANSAB
1.2 Improve Opportunities and Conditions for Female Wage Laborers	SDC/OSED, TEVT, ADB TA 4012, Skill for employment, ILO	ADB TA 4012 Skills for employment, TEVT, CBWSSSP, SDC/OSED
Programs for Promoting Linkages to Microfinance		
1.3 Increase Access to Microfinance for Women's Groups through Revolving Funds	MPCW, PCRW, Match International, Plan International	
1.4 Increase Access to Microfinance for Women's Groups formed under MCPW	GFTWB (Ta 1904)	
2. Legal Empowerment		
Legal Awareness Raising and Education		
2.1 Increase Knowledge of poor rural women and of society at large of legal rights/obligations	WPIR, TSAP, WEP (USAID), World Population Foundation, APHD, Match International, Helvetas, GFWA, Save the Children Norway	
2.2 Develop specialized course on rights of women for the law faculty of Tribhuvan University	TU	MGEP, TU
2.3 Prepare school materials on women's rights and issues	ILO, TU	MGEP, TU
Creating an Enabling Legal and Administrative Environment		
2.4 Train Judges, Prosecutors, and court personnel on Women and Related Rights	AGTOSOP/CEDAW (UNIFEM), ILO, Asia Foundation, DISVI International, ESAP/DANIDA	Asia Foundation, ILO
2.5 Provide district courts, DDCs and VDCs with appropriate law Libraries		
2.6 Construct Women's and Children Service Centres and train Police Staff on women rights	DACW (UNICEF), DFID	DACW (UNICEF), DFID
2.7 Strengthen Alternative Disputes Resolution	ILO	ILO
2.2 Strengthen Legal Aid		

Project Activities	Programs to Coordinate for lessons learned	Programs to Coordinate for Planning, Implementation, Monitoring
3. Social Empowerment		
Enhancing Social Processes at community Level		
3.1 Deliver tailored functional literacy programs	Ministry of Education, Planet Enfants, World Education	Ministry of Education, World Education
3.2 Establish multi-purpose women's centres at community level		
The Household Technology Fund		
3.3 Improve household time-saving technology	DANIDA, SNV, GTZ, BSP, CRTN, AEPC, Rural Energy/UNDP	SNV, DANIDA, BSP, Rural Energy/UNDP
The Community Infrastructure Fund		
3.4 Provide water and sanitation schemes	Luxembourg, ADB/CBWSSSP, RWSS/WB	ADB/CBWSSSP, RWSS/WB
3.5 Rehabilitate trails and bridges	RAP (DFID, GTZ, WFP), RCIW (WFP, GTZ), SRIDP (ADB)	RAP, RCIWP, SRIDP
4. Institutional Strengthening		
Strengthening Gender Mainstreaming Mechanisms of DWD and WDS		
4.1 Organizational Audit of DWD		
4.2 Provide training to WDS and DWD on planning process, gender budgeting, outsourcing, managing and monitoring contracts, advocacy techniques and communication, etc.	MGEP	MGEP
4.3 Develop and implement a computerized MIS		
4.4 Capacity building for Monitoring and Evaluation	SDME (UNIFEM), RWSS/WB, UTTHAN/DFID	RWSS/WB
Strengthening Gender Mainstreaming Mechanisms of Local Bodies		
4.5 Gender Audit at District level of line agencies and DDC		
4.6 Provide training on gender responsive planning and gender sensitization to DDCs staff as required		
4.7 Establish gender equity subcommittees within DDC		
4.8 Train government officials and elected and nominated representatives on their roles and duties for better implementation of existing legislation and for enhanced accountability of local government	NCSA (UNIFEM)	

Project Activities	Programs to Coordinate for lessons learned	Programs to Coordinate for Planning, Implementation, Monitoring
4.9 Train nominees from women's groups at community level and ward and VDC-level female elected and nominated representatives on the decentralized planning process and cycle and on gender budgeting	WEP, Empowerment project/Lutheran World, Oxfam/EMC	
4.10 Train elected and nominated women officials and other key stakeholders at the local level on policy advocacy, communication skills, and government functions	IS to NGOs (TA 1904)	