



Schweizerische Eidgenossenschaft
Confédération suisse
Confederazione Svizzera
Confederaziun svizra

Swiss Agency for Development and Cooperation SDC
स्वीस सरकार विकास सहयोग एसडीसी

**REQUEST FOR PROPOSAL (RfP) DOCUMENT
FOR
THE SERVICE PROVIDER FOR CONDUCTING TRAINING OF
CAREER GUIDANCE TEACHERS**

**Issued by
Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)
Project Support Unit
CTEVT Complex, Sanothimi, Bhaktapur**

April 2022



NOTICE OF REQUEST FOR PROPOSAL (RFP)

(First published on 27th April 2022)

THE SERVICE PROVIDER FOR CONDUCTING TRAINING OF CAREER GUIDANCE TEACHERS

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) is a bilateral initiative of the Government of Nepal (GoN) and the Government of Switzerland. The first phase of the project, which started from 20 January 2016 is concluding on 15th July 2022. The second phase of the project is concurrently being implemented from 10 September 2021 and it will be implemented till 15 July 2025. The main goal of the first phase is to support Nepali workers to benefit from continuous employment and an improved standard of living, whereas the second phase of the project aims to support Nepalese youths, women and men, gain social and economic benefits from a federalised TVET system. The ENSSURE project is implemented by CTEVT at the federal level; Province no. 1, Bagmati province, and Lumbini province and 33 Local Governments within those provinces. Helvetas Nepal provides Technical Assistance to all three tiers of the governments and assures the quality of the programme.

In this connection, ENSSURE project invites proposals from interested, eligible and competent service providers to provide training to career guidance teachers, according to the content developed by the project in phase I.

A **pre-bid meeting** will be organized on **2 May 2022**, 1100-1200 hrs. at ENSSURE office, to discuss objective of the services, the scope of the work and the existing training content, and IEC materials. Interested bidders are requested to write an email at enssure.np@helvetas.org for the registration of participation by 1700 hrs., **1 May 2022**.

The interested bidders can download bid documents from <https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements> or can collect from the following address during 9:00 am - 5:00 pm, Monday to Friday:

**Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE), Project Support Unit, CTEVT Complex, Room no. 214, Sano Thimi, Bhaktapur
Tel: 6636073, 6636191**

The bid documents must be submitted in one sealed envelope containing 3 separate envelopes of the following documents: 1) Documents for eligibility, 2) Technical Proposal and 3) Financial Proposal.

The consultants will be selected following the Quality and Cost Based Selection (QCBS) method. The weightage of technical and financial proposal is 80:20. The minimum score to pass the technical proposal is 60. Any inquiries other than necessary clarifications on Request for Proposal (RfP) will not be entertained and any types of solicitation will automatically disqualify the bidder from the selection process.

ENSSURE project reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.

The deadline for the submission of proposal is before 5:00 PM, 9th May 2022. In case the last day of submission falls on public holiday, then the next working day and same time shall be considered as the last date.

ELIGIBILITY DOCUMENTS

Interested, eligible and competent service providers are requested to submit their RFP along with the required information and supporting documents listed below. The applications should also include authorized signatures and office seals assuring the authenticity and correctness of information provided. Please refer to the Terms of Reference (TOR) issued by the Project.

To be eligible in the selection process, the Training Institutes must submit following documents of eligibility:

1. *Notarized copy of firm's renewal, organization or company registration certificate indicating at least three years standing of the firm/s*
2. *Notarized copy of VAT registration certificate*
3. *Notarized copy of tax clearance and audit report for the last fiscal year.*

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

Technical Proposal - Standard Forms

- 3A. TECHNICAL PROPOSAL SUBMISSION LETTER.
- 3B. BIDDER'S REFERENCES.
- 3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE.
- 3D. SPECIFIC EXPERIENCE RELATED TO THE ASSIGNMENT
- 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS.
- 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.
- 3G. ACTIVITY (WORK) SCHEDULE.

3A. TECHNICAL PROPOSAL SUBMISSION LETTER

Date:

The Team Leader,
Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)
Project Support Unit, Helvetas Nepal
CTEVT Complex, Sanothimi, Bhaktapur

Subject: Submission of the Technical Proposal

Dear Sir:

We, the undersigned, offer our services to provide the services of conducting training of career guidance teachers, in accordance with your Request for Proposal published on **27 April 2022** and our Proposal. We are hereby submitting our technical proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the proposal, i.e., before -----/-----/2022 we undertake to negotiate based on the proposal. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We hereby confirm that our proposal is in accordance with the Standard Formats provided in the Request for Proposal (RFP).

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

Stamp of the Bidder:

3B. BIDDER'S REFERENCES

3B1. Background information (Maximum 500 words)

A. General Information of Consultant

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

B. Legal Information

1	Main Shareholders and Their Holding	Name	Shared Percentage	Remark
2	Head of Organization			
	Name			
	Home Address			
	Mobile			
	Email Address			
3	Company Registration Status	Registration Number		
		Registered Date		
4	VAT/PAN Registration	Registration No.		
		VAT No.		

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

Introduction	
---------------------	--

Vision	
Mission	
Goal	
Areas of Expertise	
Main Geographical Regions of Experience	
Organizational Chart including the full name of Board of Directors	

3B2. Understanding the objective of the assignment

3B3. Expected output/outcome of the assignment

3C. COMMENTS AND SUGGESTIONS OF SERVICE PROVIDER ON THE TERMS OF REFERENCE

3D: TRAINING DELIVERY METHODOLOGY AND APPROACH

3E. SPECIFIC EXPERIENCE OF SERVICE PROVIDER RELATED TO THE ASSIGNMENT

3F. TEAM COMPOSITION AND TASK ASSIGNMENTS

3F1. Provide information on key staff proposed for the program under this assignment.

S. N.	Proposed Position	Name	Qualification	Years of Experience	Related Certification
1	Instructor 1				
2	Instructor 2				
3	Instructor 3				
4	Instructor 4.....12				

Note:

Recent CVs of the proposed key staff duly signed by the proposed professional staff and the authorized representative of the bidder must be attached for the evaluation. CV must be in the format given below in 3F.

Please submit the notarized copies of following certificates.

1. Highest qualification certificate

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

3. Copy of the Related Certification.

If same expert's CV is submitted by more than one bidder such CV will not be evaluated in any bidders' favour.

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

Proposed Position: _____

Name of Consulting organization: _____

Name of Staff: _____

Phone /Mobile No. of Staff: _____

Date of Birth: _____

Education:

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

Qualification	Institute/School/College	Year of Completion

Experience:

[Starting with present relevant position, list in chronological order every training provided/conducted. List all dates of training, names of organizations through which training was provided, and major tasks performed,]

Training name and Duration	Organization	Major tasks performed

Certification:

[Summarize relevant certification successfully completed by staff member, giving names of training provider, duration and date.]

Training/course certification	of Institution	Duration and Date

Declaration:

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

_____ Date:
[Signature of staff member and authorized representative of the consultant] [DD/MM/YYYY]

Full name of authorized representative: _____

Stamp of the consulting organization: _____

Financial Proposal - Standard Forms

- 4A. FINANCIAL PROPOSAL SUBMISSION LETTER**
- 4B. SUMMARY OF COSTS**
- 4C. DETAILED BREAKDOWN OF COST**
- 4D. INSTRUCTIONS FOR COST CALCULATIONS**

4A. FINANCIAL PROPOSAL SUBMISSION LETTER

Date:

The Team Leader,
Enhanced Skills for sustainable and Rewarding Employment (ENSSURE)
Project Support Unit, Helvetas Nepal
CTEVT Complex, Sanothimi, Bhaktapur,

Subject: Submission of the Financial Proposal

Dear Sir/Madam;

We, the undersigned, offer our services to provide the services of conducting training of career guidance teachers in accordance with your Request for Proposal published on **27 April 2022** and our Proposal. Our attached Financial Proposal is for the sum of NRs.-----
(Amount in words-----).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., **-----/-----/ 2022**.

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of the Bidder:

Address:

Stamp of the bidder:

4B. SUMMARY OF COSTS

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

4C. DETAILED BREAKDOWN OF COST

Name of Service Provider:

Address:

Important Note: Please indicate days for all activities per personnel.

SN	Cost Items	Rate per day per personnel (NRs.)	Total number of days	No. of personnel	Total cost (NRs.)
A.1.....	Remuneration for instructors				
A.2	Support staff cost				
A.3	Total training delivery				
A.4	VAT @13% of A.3				
A.5	Total training delivery				
	Total training delivery cost in words				

Authorized Signature:

Date:

Office Stamp

TOR

**TERMS OF REFERENCE
FOR**

**THE SERVICE PROVIDER FOR CONDUCTING TRAINING OF
CAREER GUIDANCE TEACHERS**

FOR

**ENHANCED SKILLS FOR SUSTAINABLE AND REWARDING EMPLOYMENT
(ENSSURE) Project – Phase II**

April 2022

INTRODUCTION: PROJECT

ENSSURE is a bilateral project of the Government of Nepal (GoN) and the Government of Switzerland. The first phase of the project, which started from 20 January 2016 is concluding on 15th July 2022. The second phase of the project is concurrently being implemented from 10 September 2021 and it will be implemented till 15 July 2025. The main goal of the first phase is to support Nepali workers to benefit from continuous employment and an improved standard of living, whereas the second phase of the project aims to support Nepalese youths, women and men, gain social and economic benefits from a federalised TVET system.

The ENSSURE project is implemented by CTEVT at the federal level; Province no. 1, Bagmati province, and Lumbini province and 33 Local Governments within those provinces. Helvetas Nepal provides Technical Assistance to all three tiers of the governments and assures the quality of the programme.

In the phase 1, the Career guidance programme in schools was implemented through one of the project partners, which reached to 38,061 students (27,576 - 53.77% girls, 75.5% DAG - students, 10,485 youths in career fairs). The project has developed a career guidance tool kit which includes Career Guidance IEC materials for teachers and students. The IEC materials are developed based on the research findings conducted at the initial stage of the project and with expert inputs from The Promise Foundation, India. ENSSURE phase II aims to scale up and institutionalize the system of Career Guidance service at the local and provincial governments level.

Against this background, the project seeks to procure a qualified and competent service provider to conduct training of career guidance teachers. The training should be based on the session plans and career guidance IEC materials developed by the project.

OBJECTIVE AND TARGET OF THE CAREER GUIDANCE SERVICE PROGRAM

ENSSURE Phase II aims to establish a system in which youth/students make more informed career choices and see TVET as an avenue to gainful employment. To the end, the project is planning to expand career guidance services to increase the access of youth to the services as well as provide technical support to the government counterparts to institutionalize the career guidance services system at the local and province level.

ENSSURE Phase II is expected to achieve the following targets by the end of the project:

- 50,000 School students receive career guidance services
- 624 schoolteachers trained as career guidance teachers

OBJECTIVE AND SCOPE OF THE ASSIGNMENT

The overall objective of the assignment is to provide training to Career Guidance Teachers (CGT) so that the teachers can facilitate career guidance sessions to the students of grade 9 and a follow up session to the students of grade 10.

The scope of the assignments is to:

- i. Conduct training for six groups of CGTs from the selected schools in the thirty-three municipalities, in a group of maximum 30 participants each, in centrally located venue in the three provinces: Province no. 1, Bagmati province and Lumbini province.
- ii. Feed the data of the teachers trained in career guidance into the ENSSURE database system with the support from the project to Career Guidance Coordinators and database officer.
- iii. Prepare the inception and training completion report.

DURATION OF THE SERVICE

The expected date of the start of the service is 24 May 2022 and the completion date is on 21 July 2022 including submission of the training completion report.

KEY DELIVERABLES

The followings are the key outputs and deliverables of the services:

1. Inception report before the start of the training outlining the training methodologies, work plan and tools.
2. Career guidance training to 180 teachers in 6 groups.
3. Training completion report.
4. Data entry of teachers trained in the ENSSURE database system.

RESPONSIBILITIES OF THE SERVICE PROVIDER

The service provider will work closely with the three Career Guidance Coordinators, Knowledge Management and Communication Specialist, and Database Officer of the ENSSURE project.

The service provider will:

- Develop daily lesson plan for seven days based on the “A Guidebook for conducting Career Guidance Programme in Schools” provided by ENSSURE program.
- Deliver training sessions according to the lesson plan, using the career guidance tool kit provided by ENSSURE program.

- Coordinate and communicate with ENSSURE team in case customisation of the session plan is required.
- Conduct evaluation (pre and post) of the training.
- Data entry of training participants in ENSSURE database.
- Prepare inception report before the start of the training and completion report after the completion of the training. The completion report should also include suggestions for improving the efficiency and effectiveness of the trainings in the future

RESPONSIBILITIES OF THE PROJECT

- Coordinate with the provincial and local governments, schools to fix the dates of trainings and collect the list of schoolteachers for the training.
- Make necessary logistic management of the training including venue selection.
- Provide the training resource materials to the participants.
- Provide travel, accommodation and daily subsistence allowance to the resource persons and the training participants for training period as per Helvetas Nepal rules.

REQUIRED COMPETENCY OF THE SERVICE PROVIDER

8.1 Training Provider: At least 3 years of experience in conducting career guidance program in schools, preferably in similar programs.

8.2 Education and Experience of Trainers: 2 trainers will be required for each batch of the training. The trainers should have at least Bachelor's degree in psychology/counselling or any other related field with at least 3 years of experience in conducting career guidance teacher training or Diploma in psychology/counselling or any other related field with at least 5 years of experience in conducting career guidance teacher training. National or international certificate on the career guidance related courses will be an added advantage.

8.3 Total time input: 2 trainers per 30 trainees (for each batch of 7 days' training).

ELIGIBILITY CRITERIA FOR BIDDER

To be eligible for further evaluation process of Request of Proposal, the service provider must meet the following criteria:

S. N.	Eligibility Criteria	Compliance	Remark
1	Notarized copy of firm's renewal, organization or company registration certificate indicating at least three years standing of the firm/s;	Yes/ No	
2	Notarized copy of VAT registration certificate.	Yes/ No	
3	Notarized copy of tax clearance and audit report for the last fiscal year.	Yes/ No	

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

CRITERIA FOR TECHNICAL PROPOSAL ASSESSMENT

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

S.N.	Evaluation Criteria	Max. point Allocated
1	Understanding of the tasks and conformity with technical proposal requirements	10
2.	Methodology and approach	10
3	Relevant experiences of the service provider	30
4	Education and Experience of Trainers	40
5	Training execution plan	10

PAYMENT SCHEDULE

The payment of the service will be made in 2 instalments as per the following schedule:

Instalments	Amount	Terms and condition of payments
1 st Instalment	40% of the total contracted amount	Submission and acceptance of inception report with detailed methodology, tools, and work plan.
2 nd Instalment	60% of the total contracted amount	Completion of data entry, and submission and approval of the training completion report.

Consultant's Services

Time-Based Form of Contract

CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Title of Consulting Services: For Conducting Training of Career Guidance Teachers

Project Name: *Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)*

Contract No. _____

between

***Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)/Helvetas
Nepal***

Sanmothimi, Bhaktapur

and

[Name of the Consultant]

Dated: _____

Table of Contents

- I. Form of Contract
- II. General Conditions of Contract
- III. Special Conditions of Contract
- IV. Appendices

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [Council for Technical Education and Vocational Training (CTEVT)/ Enhanced Skills for Sustainable and Rewarding Development (ENSSURE)] (hereinafter called the "Client") and, on the other hand, [name of consultants] (hereinafter called the "Consultants").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received grant from the SDC (hereinafter called the "Donor") towards the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood (i) that payments by the Donor will be made only at the request of the Client and upon approval by the Donor, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the grant, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the grant or have any claim to the grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices: : **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

Appendix A: Terms of Reference

Appendix B: Technical Proposal

Appendix C: Negotiated Financial Proposal

Appendix D: Reporting Requirements and Deliverables

Appendix E: Minutes of Negotiations Meetings

Appendix F: Form of Guarantee for Advance Payments

Appendix G: Code of Conduct

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)/Helvetas Nepal*

.....

Team Leader (Authorized Representative)

.....

(Witness)

For and on behalf of Consultant (Service Provider)

.....

Chairperson/Authorized Representative

.....

(Witness)

For and on behalf of each of the Members of the Consultants

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Witnesses:

Name:

Signature:

on Behalf of the client

Name:

Signature

On Behalf of the Consultants (Preferably, Representation from Consortium Industries)

A. General Provisions

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (c) “Borrower [*or Recipient or Beneficiary*]” means the Government, Government agency or other entity that signs the financing [*or loan/grant/project*] agreement with the Development Partner.
- (d) “Client” means [*procuring entity/the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Development Partner (DP)” means the country/institution funding the project as **specified in the SCC**.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of Nepal (GoN).
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the

JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of Nepal (NPR).
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

a.

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

4. Language

4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

10. Corrupt and Fraudulent Practices

10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.

a. Commissions and Fees

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract and/or sanctions by the PPMO.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC or such other time period as the Parties may agree in writing**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Définition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

d. Extension of Time (EoT)

17.8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.10. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within seven (7) calendar days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:

- (a) the consultant had made the best possible efforts to complete the work in due time,
- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 52.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client,

in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 52.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 52.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses and

provisional sums for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

- a. **Standard of Performance**
 - 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
 - 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
 - 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. **Law Applicable to Services**
 - 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
 - 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
 - (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country

prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC

- d. **Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
- 22. Conduct of Consultants**
- 22.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
- (i) give or propose improper inducement directly or indirectly,
 - (ii) distortion or misrepresentation of facts
 - (iii) engaging or being involved in corrupt or fraudulent practice
 - (iv) interference in participation of other prospective consultants.
 - (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
 - (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract
- 23. Confidentiality** 23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
- 24. Liability of the Consultant** 24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 25. Insurance to be Taken out by the Consultant** 25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing

that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.

26. Accounting, Inspection and Auditing

26.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC 26.2 constitute a prohibited practice subject to contract termination.

27. Reporting Obligations

27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

28. Proprietary Rights of the Client in Reports and Records

28.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

29. Equipment, Vehicles and Materials

29.1 Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.1, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith

provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within thirty (30) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

33. Removal of Experts or Sub-consultants

33.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

33.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

34. Replacement/ Removal of Experts – Impact on Payments

34.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc.

35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Client

36. Assistance and Exemptions

36.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

37. Access to Project Site

37.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of

the Consultant or any Sub-consultants or the Experts of either of them.

38. Change in the Applicable Law Related to Taxes and Duties

38.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.1

39. Services, Facilities and Property of the Client

39.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

40.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**41. Payment
Obligation**

41.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. Ceiling Amount

42.1 An estimate of the cost of the Services payable in foreign currency is set forth in **Appendix C**. An estimate of the cost of the Services payable in local currency is set forth in **Appendix D**.

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. The Consultant shall notify the Client as soon as cumulative charges incurred for the Services have reached eighty (80) percent of either of these ceilings.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**43. Remuneration
and Other
Expenses,
Provisional
Sums and
Contingency**

43.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums that are actually and reasonably incurred by the Consultant in the performance of the Services.

c.

43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

45. Currency of Payment

45.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.

46. Mode of Billing and Payment

46.1 Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective thirty (30) days after the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices less retention money within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report

and final invoice shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such forty-five (45) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within ninety (90) days after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Retention

47.1. The Client shall retain from each payment due to the Consultant the proportion stated in the **SCC** until Completion of the whole of the Works.

47.2. One half the total amount retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 46.1 (d).and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

48. Interest on Delayed Payments

48.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

49. Liquidated Damages

49.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the **SCC** for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

G. Fairness and Good Faith

50. Good Faith

50.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

51. Amicable Settlement

51.1 The Parties shall use their best efforts to settle seek to resolve any dispute amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.by mutual consultation.

52. Dispute Resolution

52.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the arbitration in accordance with the provisions specified in the **SCC**.

I. Blacklisting

53. Blacklisting

53.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant.

- a) if it is proved that the consultant committed acts pursuant to GCC 22.2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

53.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Development Partner in case of donor funded project, shall be ineligible to participation the

selection process during the period of time determined by the PPMO, and or the concerned Development Partner.

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	Development Partner (DP) is: SDC
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE/PSU)/Helvetas Nepal</p> <p>Sanothimi, Bhaktapur</p> <p>Attention: Rabindra Bahadur Singh, Team Leader</p> <p style="padding-left: 40px;">Tel.: 01-6636073/6636191</p> <p style="padding-left: 40px;">Fax: 01-6632091</p> <p>E-mail: enssure.np@helvetas.org</p> <p>Consultant : _____</p> <p style="padding-left: 100px;">_____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Rabindra Bahadur Singh, Team Leader</p> <p>For the Consultant: [name, title] _____</p>

12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <u>Ten days (10 days) from the date of contract signed</u></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be <u>Seven days (7 days)</u>.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be (<u>Three months) from the date of contract signed.</u></p>
21 b.	<p>The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p>
24.1	<p>No additional provisions.</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p>

	(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client's country.									
25.1 d.	The insurance coverage against the risks shall be as follows: (b) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law of Nepal, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and									
28.2 e.	"The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client."									
42.2	The ceiling in local currency is: Nepalese Rupees Ten Lakhs [NPR 1,000,000.00] inclusive of Value Added Tax (VAT).									
44.1	i) The Consultant, the Sub-Consultant and the Experts are responsible for meeting any and all tax liabilities other than Value Added Tax (VAT) arising from the Contract.									
45.1	The currency of payment shall be in Nepalese currency.									
46.1(a)	<table border="1"> <thead> <tr> <th>Instalments</th> <th>Amount</th> <th>Terms and condition of payments</th> </tr> </thead> <tbody> <tr> <td>1st Instalment</td> <td>40% of the total contracted amount</td> <td>Submission and acceptance of inception report with detailed methodology, tools, and work plan. Request letter for the payment release.</td> </tr> <tr> <td>2nd Instalment</td> <td>60% of the total contracted amount</td> <td>Completion of data entry, and submission and approval of the training completion report. Request letter for the payment release.</td> </tr> </tbody> </table>	Instalments	Amount	Terms and condition of payments	1 st Instalment	40% of the total contracted amount	Submission and acceptance of inception report with detailed methodology, tools, and work plan. Request letter for the payment release.	2 nd Instalment	60% of the total contracted amount	Completion of data entry, and submission and approval of the training completion report. Request letter for the payment release.
Instalments	Amount	Terms and condition of payments								
1 st Instalment	40% of the total contracted amount	Submission and acceptance of inception report with detailed methodology, tools, and work plan. Request letter for the payment release.								
2 nd Instalment	60% of the total contracted amount	Completion of data entry, and submission and approval of the training completion report. Request letter for the payment release.								
46.1(e)	The Consultant's accounts information: <i>Account Name:</i> <i>Account Number:</i>									

	<p><i>Bank Name:</i></p> <p><i>Branch:</i></p>
--	--

LIST OF ANNEXES:

ANNEX A:	Technical Proposal/RfP Submitted to the project
ANNEX B:	Financial Proposal (Negotiated)
ANNEX C:	Service Provider's Reporting Obligations
ANNEX D:	Minute of Negotiation
ANNEX E:	Code of Conduct

ANNEX A: Technical Proposal/RfP Submitted to the project

ANNEX B: Negotiated Financial Proposal

ANNEX C: Service Provider's Reporting Obligation

S.N.	Report to be submitted	Time	Remark
1	<ul style="list-style-type: none">Inception Report with detailed methodology, tools and work plan.	Within 10 days from the date of signing the contract	
2	<ul style="list-style-type: none">All Event-wise training completion Report (should match the data input on database), as per the given format, including the successes, challenges and lessons learned.	After completion of all training activities	

ANNEX-D: Minutes of Negotiation

ANNEX- E: WORK PLAN:

ANNEX -F: LIST OF KEY PERSONNEL:

ANNEX -G: SAMPLE FORMAT- Event-wise training completion report format

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)

Name of Service Provider:
Name of the training and location:
Training venue:
Instructor/s:	<ul style="list-style-type: none">
Training starting date (DD/MM/YYYY): AD	
Training ending date (DD/MM/YYYY): AD	

SN	Training Participants Name	Male	Female	Other	DAG	Remarks
1.						
2.						
3.						

During training activities (content delivered, methodologies applied, resources used, instructional materials provided, trainees performance, output and outcomes, etc.)
Major problems/issues encountered:
<ul style="list-style-type: none">
Action taken for solving the problems/issues

-
-

Lessons learned

-
-

Recommendation

-
-
-

Report submitted by:

Name of Service Provider's representative:

Signature:

ANNEX -H:: Code of Conduct



Code of Conduct for Contracted Parties

Final version February 2020

Scope of this Code of Conduct

HELNETAS Swiss Intercooperation (hereinafter HELNETAS) is a civil society organisation for development and humanitarian response. We strive to empower people, so they can determine the course of their lives in dignity and security, using environmental resources in a sustainable manner. Our work is guided by the following values¹:

- Our engagement is based on solidarity and partnership.
- We work towards achieving human rights and upholding the principle of self-determined development.
- We are committed to social equity and strive for equal opportunities for men and women regardless of age, origin, language, religion, culture, mental and physical capacity, sexual orientation, or political convictions.
- Our collaboration with our partners is based on mutual respect for cultural values and principles
- We stand for development that balances economic viability, environmental appropriateness and social benefits.

The organisational values are the basis for the attitude, behaviour and high standards that HELNETAS requests to be respected and adhered to by its employees.

Further, we expect that all individuals and institutions with whom HELNETAS engages, respect these values and act in accordance with them, as well as with national and international laws. This applies both to professional contexts and to private matters that have an influence on the professional domain.

This Code of Conduct outlines the attitude and the behaviour that HELNETAS expects from consultants, services providers of goods and services, implementation partners, system partners and assisted organisations – in the following called **contracted parties** – that are responsible for implementing projects, project components and/or recipients of contributions, etc. in Switzerland as well as abroad.

This Code of Conduct is binding, and an integral part of all contractual agreements made between HELNETAS and its contracted parties. In signing their contract, contracted parties take on the commitment to observe the Code of Conduct, to ensure adherence by their personnel and their subcontractors, and to behave accordingly. Any action violating the Code of Conduct may entail an enquiry and the imposition of measures relating to non-compliance with contractual obligations, or of other measures.

Contracted parties are expected to ensure that their employees and any person working for them adhere to this Code of Conduct by putting in place adequate policies and regulations and through sensitisation, supervision and training of concerned persons.

¹ *Organisational Strategy HELNETAS Swiss intercooperation*

The Components of the Code of Conduct

Loyalty and confidentiality and civic duty

The actions of contracted parties in the frame of the collaboration with HELVETAS must be consistent with the goals, the values and principles of HELVETAS as expressed in its mission statement and organisational strategy. Contracted parties are expected to regularly reflect upon own actions and behaviour and those of subcontractors. Contracted parties, their employees and subcontractors commit to abide by the national laws, as citizen or resident of a specific country or as a short-term visitor.

Use of competences, means and assets

Contracted parties, their employees and subcontractors contribute with their competences and capacities to the objectives of the collaboration. They commit to make use of available means and assets effectively and efficiently, according to legal stipulations, internal regulations, contractual agreements and in conformity with project goals.

Culturally sensitive behaviour

Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behaviour and statements.

Contracted parties, their employees and subcontractors must respect local norms and conventions in contacts with authorities, partners and local people. They must respect the customs and culture of the country of cooperation in appearance and manner of dress, behaviour and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behaviour, insulting or accusing statements, or spreading rumours.

Inter-personal relations and professional conduct

Contracted parties, their employees and subcontractors must have respectful, fair and equitable relations with all persons irrespective of their age, origin, language, religion, culture, social position, physical ability or sexual orientation.

They are aware of their privileged and often powerful status vis-à-vis other actors and must refrain from abusing any hierarchical, material, or social position in any way.

They never request any service or favour from primary stakeholders or other persons of concern in return for support or protection. They never engage in any exploitative relationships – sexual, emotional, financial or employment-related – with primary stakeholders or other persons of concern.

They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.

Protection of children and youth

Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child.²

ii. ² <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

Mobbing and sexual harassment	Contracted parties, their employees and subcontractors abstain from mobbing ³ , sexual or sexist harassment ⁴ of colleagues, partners or any other person.
Conflict of Interest and duty of disclosure	Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organisational or personal interests. Therefore, they must make own interests transparent and avoid any behaviour which could be perceived as biased in favour own interests.
Fraud and corruption and accepting gifts or other benefits	Contracted parties, their employees and subcontractors are must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material and intellectual assets to which they have access in relation with the HELVETAS mandate for personal gains or for third parties. They do not accept gifts, invitations or other favours that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement. Contracted parties must inform HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.
Safety, Security & Health	Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation. Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.
Environmental and Social Safeguarding	Contracted parties, their employees and subcontractors are expected to wherever possible support a precautionary approach to environmental matters and undertake efforts to safeguard natural resources. Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability. Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.
Public appearances and use of non-public information	Contracted parties handle all information received in relation with the contract with the necessary discretion, never using it to the detriment of HELVETAS or beneficiaries including after termination of the contract.

iii. ³ **Mobbing** means to pick on, pester or exclude a person or a group systematically at work in verbal or non-verbal attacks which affect the physical or mental health as well as the self-esteem of the person(s) concerned

iv. ⁴ **Sexual or sexist harassment** is an action with sexual reference or undertones unwelcome to the person addressed. Sexual or sexist harassment can be expressed in the following ways: suggestive remarks; remarks about physical advantages or weaknesses or about sexual orientation; sexist talk and jokes in any form of verbal, written or non-verbal communication; sharing suggestive material over email or social media; ambiguous invitations; making bodily advances; making advances together with promises or threats of advantages or disadvantages at work.

Persons working for contracted parties should not provide aforesaid information to the media, policy makers and donors or the public, without an explicit assignment to do so.

In public communication they must provide explicit reference to the sources of the information/experiences.

They must refrain from making accusations, provocative statements or spreading rumours. They give due consideration to their cooperation with HELVETAS and to its interests in their communications, particularly via the internet or social media

Reporting mechanism of a violation of the Code of Conduct and Whistleblowing

Any person working for a contracted party of HELVETAS who feels under pressure to act in a way that runs counter to this Code of Conduct, or who witnesses violations of the same, must inform either the management of the contracted party and/or HELVETAS. The contracted party is obliged to share the reported cases and action taken with HELVETAS.

The whistleblowing policy (e.g. whistle-blower protection) of HELVETAS applies to all employees worldwide and to persons working for contracted parties. All concerns will be treated confidentially, and every effort will be made not to reveal the identity of the whistle-blower. The policy is publicly available on HELVETAS' website and the specified contacts are accessible for anyone.

Consequences of a violation of this Code of Conduct

In case of breach of this Code of Conduct by contracted parties, their employees and subcontractors, HELVETAS expects them to sanction misbehaving persons similar to HELVETAS' measures. These sanctions range from requesting apologies, written warnings to dismissal of guilty persons. In serious cases or if no appropriate sanctions are taken, HELVETAS reserves the right to end the collaboration, ask for compensation of financial losses or to pursue legal action.

Final Remarks

HELVETAS encourages its contracted parties to create their institutional codes of conducts and related policies and regulations, including internal reporting procedures that enable their employees and subcontractors, as well as third parties, to promote professional, respectful, inclusive and secure working conditions; and safely report instances of wrongdoing to the management or to an independent body.

HELVETAS is committed to mutual transparency and learning on any aspect of this Code of Conduct. HELVETAS is therefore available for consultation in cases of doubt or questions relating to the Code of Conduct.

This Code of Conduct is issued in French, English and Spanish. In case of any doubts, the English version prevails.

Read and agreed

Name of the contracted party:

Name of signatory of contracted party:.....

Place and date

Signature: