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**REQUEST FOR PROPOSAL (RfP) DOCUMENT**

**TO**

**PROVIDE TECHNICAL SUPPORT FOR CAREER GUIDANCE PROGRAM IMPLEMENTATION**

**Issued by**

**Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)**

**Project Support Unit**

**CTEVT Complex, Sanothimi, Bhaktapur**

**October 2022**

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# NOTICE OF REQUEST FOR PROPOSAL (RFP)

# (First published on 21st October 2022)

**TO PROVIDE** **TECHNICAL SUPPORT FOR CAREER GUIDANCE PROGRAM IMPLEMENTATION.**

**Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) is a bilateral initiative of the Government of Nepal (GoN) and the Government of Switzerland. The second phase of the project is being implemented from 10 September 2021 to 15 July 2025. The main goal of the second phase is that Nepalese youths, women and men, gain social and economic benefits from a federalized TVET system. The ENSSURE project is implemented by CTEVT at the federal level; Province no. 1, Bagmati province, and Lumbini province and 33 municipalities within those provinces. Helvetas Nepal provides Technical Assistance to all three tiers of the governments and assures the quality of the programme. It provides career guidance to students of grade 9 and 10 in selected schools within the 33 municipalities.**

In this connection, ENSSURE project plans to scale up and institutionalize the career guidance services system at the local and province level. ENSSURE project invites proposals from interested, eligible and competent CONSULTANT to training of CGTs for career guidance, M&E training to the principles of schools where career guidance program is implemented and CG focal persons from each municipality, and technical expertise in development of knowledge materials.

A **pre-bid meeting** will be organized on 2 November 2022, 1100-1200 hrs. at ENSSURE office, to look at and discuss the related materials to design and implement the training. Interested bidders are requested to write an email at [enssure.np@helvetas.org](mailto:enssure.np@helvetas.org) for the registration of participation by 1400 hrs., 1 November 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 (except on holidays):

**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 envelops of the following documents:

1. Documents for eligibility,
2. Technical Proposal and
3. Financial Proposal.

The consultants will be selected following the QCBS method. 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%. 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 PSU reserves the right to accept or reject any or all proposals without stating any cause.

**The deadline for the submission of proposal is before 5:00 PM, 14th November 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 Consultants 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. *Self-attested copy of firm’s renewal, organization or company registration certificate indicating at least three years standing of the firm/s;*
2. *Self-attested copy of VAT registration certificate;*
3. *Self-attested copy of tax clearance and audit report for the last two fiscal years;*

***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 21 October 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 CONSULTANTS ON THE TERMS OF REFERENCE

## 3D: SPECIFIC EXPERIENCES RELATED TO THE ASSIGNMENT

## 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 3E1. 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 ….. ………… |  |  |  |  |

***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,*

*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’ favor.*

## 3F. 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 of certification** | **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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 3G. ACTIVITY (WORK) PLAN | | | | | | | | | |
| Activity (Work) | | | W1 | W2 | W3 | W4 | W5 | W6…….. | Remarks |
|  | | |  |  |  |  |  |  |  |
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|  | | |  |  |  |  |  |  |  |
| 3G. PERSONNEL PLAN | | | | | | | | | |
| Training Event | Province | Date | I1 | I2 | I3 | I4 | I5 | I6……… | Remarks |
|  |  |  |  |  |  |  |  |  |  |
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# 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 21 October 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 |
| Subtotal |  |  |
| Total Cost without VAT |  |  |
| Value Added Tax (VAT) |  |  |
| Total Amount of Financial Proposal |  |  |

## 4C. DETAILED BREAKDOWN OF COST

**Financial Proposal for providing the services of conducting training of trainers (career guidance teachers)**

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** |
| A.1….. | CGT Training cost (6 events) |  |  |  |  |
| A.1.1 | Remuneration for Lead trainer/s |  |  |  |  |
| A.1.2 | Remuneration for trainer/s |  |  |  |  |
| A.1.3 | Remuneration for data input personnel |  |  |  |  |
| A.1.4 | Cost of preparation |  |  |  |  |
| A.1.5 | Report writing cost |  |  |  |  |
| A.1.6 | Airfare and taxi fare |  |  |  |  |
| A.1.7 | Road transportation |  |  |  |  |
| A.1.8 | Accommodation |  |  |  |  |
| A.1.9 | Food |  |  |  |  |
| A.1.10 | Communication |  |  |  |  |
| A.2 | M&E training cost (12 events) |  |  |  |  |
| A.2.1 | Cost for preparation |  |  |  |  |
| A.2.2 | Remuneration for lead trainer/s |  |  |  |  |
| A.2.3 | Remuneration for trainer/s |  |  |  |  |
| A.2.4 | Remuneration for Data Entry |  |  |  |  |
| A.2.5 | Report writing for all events including pre and post training report |  |  |  |  |
| A.2.6 | Accommodation |  |  |  |  |
| A.2.7 | Air fare and taxi fair |  |  |  |  |
| A.2.8 | Communication |  |  |  |  |
| A.2.9 | Stationery and training materials |  |  |  |  |
| A.3 | expert support in formulating three policy/procedural guidelines related to CG services |  |  |  |  |
| A.4 | expert support in developing one Career guidance implementation guidelines |  |  |  |  |
| A.5 | expert support in developing one career guidance monitoring guidelines |  |  |  |  |
| A.6 | Provide content required while developing digital platform |  |  |  |  |
| A.7 | update/develop Career guidance toolkit |  |  |  |  |
| A.8 | Provide content to develop one career guidance brochure in English and in Nepali |  |  |  |  |
| A.9 | Provide expert service to develop the capacity of career guidance facilitators at the career guidance booth being established by the project in one province |  |  |  |  |
| **A.10** | **Total training cost** |  |  |  |  |
| **A.11** | **Organizational cost (if any)** |  |  |  |  |
| **A.12** | **VAT @13% of A.10** |  |  |  |  |
| **A.13** | **Total training cost** |  |  |  |  |

Authorized Signature

Date:

Office Stamp

**Terms of Reference**

**for**

**THE CONSULTANT TO PROVIDE TECHNICAL SUPPORT**

**FOR CAREER GUIDANCE PROGRAM IMPLEMENTATION**

**FOR**

**ENHANCED SKILLS FOR SUSTAINABLE AND REWARDING**

**EMPLOYMENT (ENSSURE) PROJECT – PHASE II**

**Sano Thimi, Bhaktapur**

**October 2022**

**1. Introduction**

ENSSURE is a bilateral project of the Government of Nepal (GoN) and the Government of Switzerland. The first phase of the project, which started on 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, to 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). ENSSURE phase II aims to scale up and institutionalize the system of Career Guidance service at the local and provincial governments level. The municipalities where the project is being implemented have been tasked to organize career fairs to reach the youth and the students who are not reached by the career guidance program since it is not being conducted in their schools.

Against this backdrop, the project seeks to procure a qualified and competent service provider consultant to *provide support of “Technical support for career guidance program implementation”*.

**2. Objectives of the Assignment**

The overall objective of this assignment is to provide technical support to the government counterparts and other stakeholders, on behalf of the Project Support Unit, to scale up and institutionalize the career guidance services system at the local and province level. The assignment includes training of CGT teachers, M&E training to the principles of schools where career guidance program is implemented and CG focal persons from each municipality, and technical expertise in development of knowledge materials.

**3. Scope of work**

The scope of the assignments includes but is not limited to:

1. Provide expert support in formulating three policy/procedural guidelines related to CG services to be implemented in 33 municipalities within Province no. 1, Bagmati Province and Lumbini Province
2. Provide expert support in developing one Career guidance implementation guidelines and one career guidance monitoring guidelines, especially for CG at schools, in English and Nepali
3. Conduct 3 Career guidance teachers training when needed using the 7-session module developed with Promise foundation and used in ENSSURE phase I, distributed in Province no. 1, Bagmati Province and Lumbini province.
4. Conduct 12 training to stakeholders (individual and institution) in monitoring and quality assurance of Career Guidance interventions when needed, distributed in Province no. 1, Bagmati Province and Lumbini province.
5. Update Career guidance toolkit that is currently being used.
6. Provide content to develop one career guidance brochure in English and in Nepali
7. Provide content required while developing digital platform.
8. Provide expert service to develop the capacity of career guidance facilitators at the career guidance booth being established by the project in one province. This will require coordination with the parties that will be involved in the establishment of the career guidance booth.

**4. Deliverables**

The consultant will deliver the following key deliverables:

1. Draft policy/procedural guidelines related to CG services
2. Career guidance implementation and monitoring guidelines, in English and Nepali
3. Training reports of Career guidance teachers, and Career guidance facilitators for each training
4. Training reports of stakeholders (individual and institution) in monitoring and quality assurance of Career Guidance interventions for each training
5. Updated Career guidance toolkit
6. Final content for career guidance brochure in English and Nepali
7. Final content for Digital platform (contents)
8. Report of providing capacity development of career guidance facilitators at the career guidance booth established by the project in one province.

**5. Duration of the assignment**

1 December 2022 – 15 July 2023 and can be extended upon satisfactory performance and if the additional scope of work needed to be performed.

**6 Qualification and experience of the consultant and team**

**6.1 Training Provider Company Experience**:

General Experience: Minimum 3 years

Relevant Experience: Minimum 2 years’ experience conducting career guidance program in schools, preferably comprehensive career guidance sessions based on interest and aptitude of student.

**6.2 Team composition**:

**Background:** A team of resource personnel to deliver the training to career guidance teachers to conduct career guidance to grade 9 and 10 students, and write report. The followings are the required key professionals with their minimum competencies (qualification and experiences) and major responsibilities.

**Title/number**: Lead Trainer -1 and trainer -1 per training.

**Team member Qualifications and experiences**: At least Bachelor’s in psychology/counselling/related field. Minimum 3 years of work experience in conducting career guidance teacher training. Preference will be given to the trainers who have received national or international certificate on career guidance related courses.

**Total time input**: 2 trainers per 30 trainees (for each batch of 7 days’ training)

**7. 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 according to QCBS. 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. | Methodology, understanding and approach | 20 |
| 2. | Relevant experiences of the service provider | 30 |
| 3 | Education and Experience of Trainers | 40 |
| 4. | Training execution plan | 10 |

**8. Cost of assignment**

The maximum budget ceiling for this assignment is NPR. 2,500,000.00 including VAT.

1. **Contract Agreement**

**ENSSURE/Contract No.**

THIS AGREEMENT made the \_\_ day of *month/year* between *ENSSURE/ Helvetas Nepal* (hereinafter called “the Client”) of the one part and M/s [name of organisation] of [address], Nepal (hereinafter called “the Consultant”) of the other part:

WHEREAS the Client invited Request for Proposal for ***[assignment title]*** and has accepted the revised proposal by the Consultant forthe sum of **NPR \_\_\_\_\_\_\_\_\_\_ *[In words: Nepali rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ only]*** (hereinafter called “the Contract Price”).

The contract shall carry out starting from [**date]** and ends on [**date].**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   1. Contract Agreement
   2. The General Conditions of Contract;
   3. Special Conditions of Contract
   4. Terms of reference (TOR)
   5. Detailed Budget sheet
   6. Code of Conduct of Helvetas Nepal
3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Consultant in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Client On behalf of the Consultant

Name: Name:

Designation: Designation:

Sign: Sign:

Seal: Seal:

# B. General Conditions of Contract

|  |  |
| --- | --- |
| **1. Definitions** | * 1.1 In this contract, the following terms shall be interpreted as indicated:  1. "The Agreement" means the agreement entered into between the two parties, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; 2. "The Amount" means the price payable to the Service Provider under the contract for the full and proper performance of its contractual obligation; 3. "Services" means the services set out in **Scope of work/ ToR** supported to this agreement, and any other services to be performed by the Service Provider in accordance with this contract. 4. "The Project" is the principal of this agreement. Project detail with contract person as mentioned in SCC. |
| 2. Technical specification | 2.1 Scope of work agreed by the Project submitted by the Service Provider for the assignment.   * 1. The Service Provider shall not assign this contract or sub-contract any portion of it without the client's prior written consent.   2. The Service Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Service Provider shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.   3. The Service Provider will submit technical and financial reports as per SCC. A final report will be submitted upon completion of the activities and milestones. The Consultant reserves the right to ask for any additional reports as deemed necessary. |
| 3. Intellectual Property Rights | * 1. The Service Provider shall prepare the communication and dissemination materials as per the communication guidelines of SDC and Helvetas Swiss Intercooperation Nepal.   2. Any study report or other material, graphic, software or otherwise, prepared by the Service Provider for the Client under the contract shall belong to and remain the property of the Client. The Service Provider may retain copies of such documents and software. |
| 4. Confidentiality | * 4.1 The Service Providers shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| **5. Service provider not to be engaged in certain activities** | * 5.1 The Service Provider agrees that, during the term of this contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, 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. |
| **6.Insurance** | * 6.1 The Service Provider will be responsible for taking out any appropriate insurance coverage. |
| **7. Payment** | * 7.1 payment shall be made as specified in the SCC. |
| **8. Deviation from agreed team and budget** | 8.1 Any substitution of the agreed individual(s) as in proposal must have the prior approval of the Team Leader. In this respect, should the consultant fail to provide an alternative individual who is acceptable to the Team Leader, the Client shall have the right to terminate this contract without notice  8.2 The budget allocated for programme activities shall not be transferred to human resources and operation related expenditures. However, deviation of ±10% of allocated budget within each budget heading under program activities shall be acceptable to the Client.  8.3 The Service Provider shall request for prior approval to the client for any deviation of the allocated budget among the budget headings for transferring the budget from one budget heading to another budget heading.  8.4 The overall expenditures should not exceed the total agreed contract amount. |
| **9. Project Administration, Reporting, Accounting and Monitoring and Auditing** | * 9.1 as described in SCC |
| **10. Liquidated damages** | * 10.1 if the Service Provider fails to deliver any or all of the services within the time period specified in the contract, the client shall, without prejudice to its other remedies under the contract. The remaining payment shall be on hold until the completion of the assignment and approval of final report by the Team Leader. The principal may consider termination of the contract by issuing termination letter in such case. |
| **11. Resolution of disputes** | 1. 11.1 Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Nepal. |
| **12. Language** | 12.1 The language of the contract shall be English. |
| **13.** **Applicable law** | 13.1 The applicable law shall be Laws of Nepal. |
| **14.** **Notices** | 14.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt  14.2 A notice shall be effective when delivered or on the Notice’s effective date, whichever is later. |
| **15 Taxes and duties** | 15.1 Taxes on source will be deducted as per prevailing GoN rules and regulations, at the time of payment. |
| **16. Code of conduct for contracted Parties** | * 1. This Code of Conduct is binding, and an integral part of all contractual agreements made between HELVETAS 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. Code of conduct is attached herewith this contract. (Annex D) |
| **17. Contract amendment or extension** | 17.1 Amendment or extension of this contract can be made upon the mutual understanding of both parties based on the additional scope of works/services required to the Client. The Service Provider shall submit the financial proposal against additional scope of works provided by the client. |
| **18. Termination** | 18.1 The Project may terminate this Contract with at least twenty (20) working days prior written notice to the Service Provider after the occurrence of any of the events specified in the Clause:  (a)  If the Service Provider does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;  (b)  If the Service Provider becomes insolvent or bankrupt;  (c)   If the Service Provider, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Helvetas Swiss Intercooperation’s Code of Conduct) in competing for or in performing the Contract.  (d)  If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. |
| **19. Force Majeure** | 19.1 If the performance of this Agreement by either party is hindered, prevented or frustrated by any reason/event beyond the control of either party, there shall be liberty to either party to declare force majeure making the agreement partially or fully void without any obligations to anything already executed. |

# C. Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

| **Clause** | **Item** |
| --- | --- |
| **GCC** 1.1.1 (d) | 1. The Project is:  **ENSSURE/Helvetas Nepal** 2. **Contract person:** 3. Ms/Mr ……………….. |
| **GCC 6** | The Consultant will be responsible to have Insurance Coverage (such as Medical, Accidental and Terrorism Coverage) of their staff who are involved in delivering the agreed tasks under this contract. The Project will not be responsible to cover any costs occurred by any unforeseen incidents of the personnel of Service Provider involved under this assignment. |
| **GCC 2.4 & 7** | For services rendered pursuant to Annex A, the Grantee shall pay the Service Provider an amount not exceeding ***NPR\_\_\_\_\_\_ amount in words…………….. Paisa only)*** including VAT pursuant to Annex D ”Budget Sheet”which has been established based on the understanding that it includes all of the Service Provider's costs as well as any tax obligation that may be imposed on the Service Provider.   * Schedule of Payments and milestones  |  |  |  |  | | --- | --- | --- | --- | | **Milestone** | | | | | **Instalment** | **%** | **Amount** | **Deliverable** | | 1st Instalment |  |  |  | | 2nd Instalment |  |  |  | | 3rd Instalment |  |  |  | | retention |  |  |  | |  | 100% |  |  |   Payment Conditions   * Payment shall be made in Nepali currency, no later than 30 days following submission by the Service Provider of invoices to the Client's coordinator designated in section 4. * All payments shall be made to the Service Provider by Account Payee Cheque or direct bank transfer in the bank account of the Service Provider.   VAT bill is mandatory, and VAT will be added extra at applicable rate. Taxes on payments to the Service Provider shall be deducted as per prevailing income tax act. The Service Provider needs to submit annual tax clearance certificate to ENSSURE/Helvetas Swiss Intercooperation Nepal. The final payment however will be verified on the basis of deliverable as described in ToR and will be settled upon mutual understanding in case of deviation from the plan.  Payments will be made through A/C Payee Cheque or through direct bank transfer to Consultant’s bank account only after receiving the official request from consultant.  **Bank Detail:**  Account Name:  Account no.:  Name of Bank:  Branch: |
| **GCC 9** | * 9.1 Coordinator: The Client designates Team Leader, ENSSURE as the Client's coordinator. The Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment. * 9.2 Reports: The reports listed in “Service Provider's Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under section 3. * 9.3 Accounting:  1. All the vouchers and invoices and supporting documents related to this contract needs to be accounted separately as per the Service provider’s accounting system. For all personnel costs charged to ENSSURE/Helvetas Swiss Intercooperation Nepal, timesheets for the respective staff should be maintained. 2. The Statement of expenditure, Fund balances needs to be submitted with the payment request. 3. The Service Provider shall submit the annual audit report to the Client. The Service Provider shall permit, and cause its sub-consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents related to the submission of the proposal, and expenditures made to provide services and performance of the contract. Any disallowable/ineligible cost found during an inspection/audit shall be deducted from the total amount payable. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the client (including without limitations determination of ineligibility) in accordance with client’s prevailing sanctions procedures.  * 9.4 Monitoring: Periodical visits by the Program and Finance staff shall be done for overall monitoring of the partners. The audit report should be submitted annually to the Project   1. Audit: Internal and/or external audit shall carry out during and/or after the completion of the agreement |
| **GCC 14.1** | For **notices**, the Principal address shall be:  Name and Address of the Project: ENSSURE /Helvetas Nepal  Telephone No: 66366073, 6636191  e-mail Address: [enssure.np@helvetas.org](mailto:enssure.np@helvetas.org) |
| **For** **notices**, the Consultants’ address shall be:  Name and Address of the Consultant:  **Telephone number**:  **Facsimile number**:  **e-mail Address**: |

LIST OF ANNEXES:

ANNEX A: Technical Proposal/RfP Submitted to the client

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 client

# ANNEX B: Negotiated Financial Proposal

# ANNEX C: Service Provider’s Reporting Obligation

|  |  |  |  |
| --- | --- | --- | --- |
| **S.N.** | **Report to be submitted** | **Time** | **Remark** |
| 1 | * Event-wise CGT training completion Report as specified in reporting obligation (should match the data input on database**)**, including the successes, challenges and lessons learned. | After completion of all training activities |  |
| 2 | * Event-wise M&E training completion Report as specified in reporting obligation (should match the data input on database**)**, including the successes, challenges and lessons learned. | After completion of all training activities |  |
| 3 | * Draft policy/procedural guidelines related to CG services | 31 March 2023 |  |
| 4 | * Career guidance implementation and monitoring guidelines, in English and Nepali | 30 April 2023 |  |
| 5 | * Updated Career guidance toolkit | 31 May 2023 |  |
| 6 | * Final content for career guidance brochure in English and Nepali | 31 December 2022 |  |
| 7 | * Final content for Digital platform (contents) | 30 June 2023 |  |
| 8 | * Report of providing capacity development of career guidance facilitators at the career guidance booth established by the project in one province. | 30 June 2023 |  |

# ANNEX-D: Minutes of Negotiation

# ANNEX- E: WORK PLAN:

# ANNEX -F: LIST OF KEY PERSONNEL: SAMPLE FORMAT

# SAMPLE FORMAT 3: Training report format

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  | | --- | | **Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)** |  |  |  | | --- | --- | | Name of Consultant Organization: | ………………………………………………………………………………………….. | | Name of the training and location: | ………………………………………………………………………………………….. | | Training venue: | ……………………………………………………………………………………..  …………………………………………………………………………………….. | | Instructor/s: |  | | Training starting date (DD/MM/YYYY): ……/....../....…AD | | | Training ending date (DD/MM/YYYY): ……/....../....… AD | |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **SN** | **Training Participants Name** | **Male** | **Female** | **Other** | **DAG** | **Remarks** | |  |  |  |  |  |  |  | |  |  |  |  |  |  |  | | 1. …… |  |  |  |  |  |  |      |  | | --- | | **During training activities (content delivered, methodologies applied, resources used, instructional materials provided, trainees performance, output and outcomes, etc.)** | |  | | **Major problems/issues encountered:** | |  | | **Action taken for solving the problems/issues** | |  | | **Lessons learnt** | |  | | **Recommendation** | |  | | **Report submitted by:**  **Name of Consultant’s representative:**  **Signature:** | |

# APPENDIX G: Code of Conduct

Code of Conduct for Contracted Parties

Final version February 2020

# Scope of this Code of Conduct

HELVETAS Swiss Intercooperation (hereinafter HELVETAS) 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 values[[1]](#footnote-1):

* 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 HELVETAS requests to be respected and adhered to by its employees.

Further, we expect that all individuals and institutions with whom HELVETAS 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 HELVETAS 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.

|  |
| --- |
| 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. |

This Code of Conduct is binding, and an integral part of all contractual agreements made between HELVETAS 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.

# 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]](#footnote-2) |
| **Mobbing and sexual harassment** | Contracted parties, their employees and subcontractors abstain from mobbing[[3]](#footnote-3), sexual or sexist harassment[[4]](#footnote-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.  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:

1. Organisational Strategy HELVETAS Swiss intercooperation [↑](#footnote-ref-1)
2. https://www.ohchr.org/en/professionalinterest/pages/crc.aspx [↑](#footnote-ref-2)
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 [↑](#footnote-ref-3)
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. [↑](#footnote-ref-4)