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**REQUEST FOR PROPOSAL (RfP) DOCUMENT**

**FOR**

**IMPLEMENTION OF 1696 HOURS TRAINING WITH OJT PROGRAM**

**ON**

**………………………………………………………. (Package Name)**

**Issued by**

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

**Project Support Unit, Helvetas Swiss Intercooperation Nepal**

**CTEVT Complex, Sanothimi, Bhaktapur**

**October 2020**

|  |  |  |
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# NOTICE OF REQUEST FOR PROPOSAL (RFP)

# (First published on 8th October 2020)

**FOR IMPLEMENTION OF 1696 HOURS TRAINING WITH OJT PROGRAM**

**HELVETAS Swiss Intercooperation Nepal (Helvetas Nepal) is a Swiss Organization actively contributing for the development of Nepal in the area of youth and employment, agriculture, infrastructure and so on, focusing especially to the people from economically poor and socially discriminated background. Helvetas Nepal works together with Government of Nepal, private sectors and civil society organizations for making changes sustainable, effective and impactful. Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) is a bilateral initiative of the Government of Nepal (GoN) and the Government of Switzerland** implemented by Council for Technical Education and Vocational Training (CTEVT) with technical assistance from **Helvetas Nepal. The overall goal of the project is to contribute for** improved living standard of Nepalese workers particularly from disadvantaged groups to benefit from continuous employment.

In this connection, ENSSURE PSU/**Helvetas Nepal** is going to implement 1696 hrs. dual-VET professional training program to 200 youths in 5 occupations, namely, **Professional Motorcycle Mechanic, Professional Cook, Professional Light Vehicle Service Mechanic, Professional Plumber, Professional Building Electrician** commencing from November 2020. *The programs will be implemented in Province 1, Province 3 (Bagmati) and Province 5 (Lumbini) only.*

Now, ENSSURE PSU/**Helvetas Nepal** invites proposals from interested and competent Training Institutes/Technical Schools/Industry having training facilities with adequate physical infrastructures and Human resources, to implement the training Program on the above-mentioned occupation/s as per the CTEVT’s curricula. *Maximum number of the trainees to be proposed is 40 per occupation. Separate proposals should be submitted for each occupation.*

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 9:00am - 5:00pm, Monday to Friday:

**ENSSURE HELVETAS NEPAL**

**Project Support Unit, HELVETAS Nepal
CTEVT Complex, 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 Quality and Cost based Selection (QCBS) method. The minimum score to pass the technical proposal is 60 percent. 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/Helvetas Nepal 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, 2nd November 2020.** In case of 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 Training Institutes/Technical Schools 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 the Terms of Reference (TOR) issued by the Project.

To be eligible in the selection process, the Training Institutes/Technical Schools must submit of 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 two fiscal years;*
4. *Notarized copy of valid CTEVT affiliation certificate to conduct training in related occupation/sector.*
5. *Self-Declaration made in writing by the* Training Institutes/Technical Schools *that it is not disqualified for taking part in the procurement proceedings, that it has no conflict of interest in the proposed procurement proceeding and that it has not been punished for an offence relating to the concerned profession or business;*
6. *List of industries with demanded number of trainees for OJT.*
7. *Letter from concerned industry association/Chamber of commerce/professional association indicating their support and cooperation in the training implementation and placement of the graduates.*
8. *Letter from concerned Local Governments indicating their support and cooperation for implementation of training program/s.*

***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. CONSULTANT’S REFERENCES.**

**3C. SPECIFIC EXPERIENCE OF THE CONSULTANTS RELATED TO THE ASSIGNMENT**

**3D. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES EXPECTED FROM THE CLIENT.**

**3E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN TO PERFORM THE ASSIGNMENT.**

**3F. TEAM COMPOSITION AND TASK ASSIGNMENTS.**

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

**3H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL.**

**3I. 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 implement 1696 hours Training with OJT program on Professional …….. (name of professional course) in accordance with your Request for Proposal dated 08 October 2020 and our Proposal. We are hereby submitting our technical proposal sealed under a separate envelope to serve …………….(insert number of trainees) trainees.

If negotiations are held during the period of validity of the proposal, i.e., before ------/------/2020 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 Training Provider (TP)**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.N.** | **Description** |  | **Remark** |
| 1 | Name of the TP/Institute |  |
| 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 | CTEVT Affiliation | Affiliation No. |  |  |
| Date of Affiliation |  |  |
| Affiliated level and occupation/s |  |  |
| Validity Date |  |  |
| 5 | 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** | **Trade** | **Occupation** |
|  |  |
| **Main Geographical Regions of Experience** |  |
| **Organizational Chart including the full name of Board of Directors** |  |

**C.1 Please provide information of the legally established branch offices, If applicable.**

|  |  |  |
| --- | --- | --- |
| **Information** | **Branch 1** | **Branch 2** |
| District |  |  |
| Municipality/RM |  |  |
| Ward Number |  |  |
| Office Telephone No. |  |  |
| Contact Person's Name |  |  |
| Contact Person's Designation |  |  |
| Contact Person's Mobile Number |  |  |
| Email |  |  |

***(Please add more in this table if you have more than 2 branches in operations.)***

**C.2 Information of the Consortium Industry/ies.**

*(Please provide the organogram/s of the consortium industries too)*

|  |  |  |
| --- | --- | --- |
| **Information** | **Industry-1** | **Industry-2** |
| Name of the Industry |  |  |
| Address  |  |  |
| Main Purpose of the Industry |  |  |
| Main Business |  |  |
| Branch Offices (if any) |  |  |
| Registration Detail  |  |  |
| VAT No. |  |  |
| Date of VAT Registration |  |  |
| Name of the Owner/Contact Person |  |  |
| Mobile No: |  |  |
| Email |  |  |

***(Please add more in this table if you have agreement with more consortium industries.)***

**D. Financial Information of Training Provider** (Please submit the notarized copy of financial documents in ANNEX)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **FY 2075/076** | **FY 2076/077** | **Total** | **Remark** |
| Annual turnover (Rs.)*(According to audit report)* |  |  |  |  |
| Net profit (Rs.) *(According to audit report)* |  |  |  |  |

### 3B2. Understanding the objective of the assignment

### 3B3. Occupation and proposed number of trainees

 Please propose your services according to the information given below:

|  |  |  |
| --- | --- | --- |
| **S.N.** | **Information** | **Remark** |
| 1 | Training shall be conducted only in the proposed urban areas within one Province. | 1. Biratnagar, Itahari, Dharan, Damak, and Birtamod
2. Kathmandu, Lalitpur, Bhaktapur, Banepa, Dhulikhel, Hetauda and Bharatpur
3. Nawalparasi (Kawasoti), Butwal, Bhairahawa, Dang and Nepalgunj
 |
| 2 | Occupations and number of trainees to be trained under this RfP | Professional Cook (40), Professional Building Electrician (40), Professional Plumber (40), Professional Motorcycle Mechanic (40) and Professional Light Vehicle Mechanic (40)  |
| 3 | Name of Provinces proposed | Province 1, Province 3 (Bagmati) and Province 5 (Lumbini) |
| 4 | Number of Package to be proposed  | 1(One) |
| 5 | Number of trainees to be proposed  | 40 (Forty) |

**Training programs you intend to deliver under this RfP**

[Please be realistic while purposing the number of trainees and occupations.]

|  |  |  |  |
| --- | --- | --- | --- |
| Proposed Package number | **Name of the Occupation** | **Proposed Number of trainees** | **Training Venue Location** |
|  | 1 |  | **40 (Forty)** |  |

### 3B4. Expected output/outcome of the assignment

## 3C: SPECIFIC EXPERIENCES RELATED TO THE ASSIGNMENT

### 3C1. Training experience in related occupation (at least 390 hours) imparted in last five fiscal years (2014/015 to 2018/019)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| S.N. | Occupations | Number of Trainees Trained | Number of Trainees Passed Skill test | Employment rate (%) | Funding Organization/client (write full name and address) | In which Fiscal Year training was conducted? |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |

(Please attach notarized copies of experiences provided by the funding agency and NSTB only. Do not attach the copy of agreement)

## 3D. AVAILABLE INFRASTRUCTURE AND EQUIPMENT (SUBJECT TO FIELD VERIFICATION)

Availability of Infrastructure: Office Building, Classrooms, Practical Workshop/labs***,*** Library, Hostels for male and female, Toilets for male and female, furniture’s, Safety Equipment/Provisions etc.

### 3D1. Office space and training facilities

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.N.** | **Particular** | **Description** | **Unit (Number)** | **Size** | **Remark** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |

### 3D2. Safety Equipment

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.N.** | **Particular** | **Description** | **Unit (Number)** | **Size** | **Remark** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |

### 3D3. List of tools, equipment and training materials available

**[**Please mention the list of available teaching learning materials for those occupations in which you are intended to apply. You can add more rows where necessary.]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Description** | **Quantity (No. Pieces, etc.)** | **SN** | **Description** | **Quantity (No. Pieces, etc.)** |
| 1 |  |  | 6 |  |  |
| 2 |  |  | 7 |  |  |
| 3 |  |  | 8 |  |  |
| 4 |  |  | 9 |  |  |
| 5 |  |  | 10 |  |  |

### 3D4. List of industries/companies accepting trainees for industry-based practices (OJT)

**[**Please mention the list of industries/companies who have accepted for providing industry-based practices in the proposed occupation. You can add more rows where necessary.]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SN** | **Name of Company** | **Number of Trainees accepted** | **In-company trainer/s confirmed (yes/no)** | **MOU signed (yes/no)** |
|  |  |  |  |  |
|  |  |  |  |  |

## 3E. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES EXPECTED FROM THE CLIENT

* On the Terms of Reference:
* On the data, services, and facilities expected from the Client:

## 3F. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERMORMING THE ASSIGNMENT (PLEASE MENTION FOR BOTH INSTITUTE-BASED TRAINING AND INDUSTRY-BASED TRAINING)

### 3F1. Preparation methodology

* *Selection of occupation*
* *Selection of industry and collaboration*
* *MoU sign with OJT providing industries*
* *Outreach strategy/social marketing*
* *Application collection and Orientation to applicants*
* *Selection of trainees*
* *Venue Management, Human resources management, Safety Measures/ Emergency Preparedness*

### 3F2. Implementation methodology

* *Training implementation method (institute-based and industry-based)*
* *Work plan and personnel schedule*
* *Management of institute-based*
* *Allocation of trainees and management of industry-based training*
* *Monitoring and performance evaluation methodology*

### 3F3. Post Implementation methodology

* *Skill test preparation and appear in NSTB skill test*
* *Job placement strategy*
* *Communication and reporting mechanism*

### 3F4. Other innovative ideas related to the assignment

## 3G. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 3G1. Provide information on staff proposed for the program under this assignment.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S. N. | Proposed Position | Name | Qualification | ToT /instructional skills | Years of Experience |
| 1 | Training Coordinator |  |  |  |  |
| 2 | Instructor 1 |  |  |  |  |
| 3 | Instructor 2 |  |  |  |  |
| 4 | Instructor 3 |  |  |  |  |
| 5 | Instructor 4 |  |  |  |  |
| 6 |  |  |  |  |  |
| 7 |  |  |  |  |  |

### 3G2. Provide information on staff proposed as In-company trainers at the companies

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| SN | Proposed Position | Name | Name of Company | Academic Qualification  | Years of Experience | ToT /instructional skills |
| 1 | In-company trainer 1 |  |  |  |  |  |
| 2 | In-company trainer 1 |  |  |  |  |  |
| 3 | In-company trainer 1 |  |  |  |  |  |
| 4 | In-company trainer 1 |  |  |  |  |  |

***Note:***

*CVs of the proposed staff except In-company trainers, 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 3H.*

*Please submit the notarized copies of following certificates. If same expert’s CV is submitted by more than one bidder such CV will not be evaluated in any bidders’ favour.*

*1. Highest qualification certificate*

*2. TOT/ instructional skills/managerial skills certificates and*

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

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

Proposed Position:

Name of Training Institute/Technical School:

Name of Staff:

Phone /Mobile No. of Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth:

Membership in Professional Societies:

**Education:**

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

|  |  |  |
| --- | --- | --- |
| **Qualification** | **Institute/School/College** | **Year of Completion** |
|  |  |  |

**Employment Record:**

[*Starting with present relevant position, list in chronological order every employment held. List all dates and positions held, names of employing organizations and major tasks performed,]*

|  |  |  |
| --- | --- | --- |
| **Position and Duration**  | **Employer** | **Major tasks performed** |
| **Example (Instructor from 2015 to till date)** | **XYZ** | **……….****……………….** |
|  |  |  |
|  |  |  |

**Training:**

[*Summarize relevant training (TOT or Management and Supervision) successfully completed by staff member, giving names of training institution and duration.*]

|  |  |  |
| --- | --- | --- |
| **Training** | **Institute** | **Duration and Date** |
|  |  |  |
|  |  |  |

**Certification:**

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]* *Day/Month/Year]*

Full name of staff member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp of the bidder provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 3I. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Months (in the Form of a Bar Chart) ***[Time schedule for 12 months is required]*** |
| Name | Position | Responsibility | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of Months |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (1) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (2) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (3) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (4) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Full-time: Part-time:

Reports Due:

Activities Duration:

Signature:

(Authorized representative)

Full Name:

Title:

Address**:**

Cell no :

|  |
| --- |
| 3J. ACTIVITY (WORK) PLAN |
| Activity | ***[1st, 2nd, etc. are months from the start of assignment. Work plan for 12 months period is required.]*** |
|  | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |  |
| Activity (Work) |  |  |  |  |  |  |  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |  |  |  |  |  |  |

#

# Financial Proposal - Standard Forms

**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

**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 implement 1696 hours Training with OJT program on Professional …….. (name of professional course) in accordance with your Request for Proposal dated 08 October 2020 and our Proposal. Our attached Financial Proposal is for the sum of NRs..------------------------(Amount in words-----------------------------------------------------------------------------------------------). to serve ……….(insert number of trainees) trainees.

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., -----/-----/ 2020.

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 Training Courses with OJT**

Name of Service Provider: Address:

Occupation: Training Duration: 1696 hrs (10 months)

***Important Note***:

* Proposed number of participants =
* Ceiling (Upper limit) of direct cost for training per participants (Excluding VAT):
* For Professional Motorcycle Mechanic: **NRs. 45,250.00,**
* For Professional Cook: **NRs. 48,450.00,**
* For Professional Light Vehicle Service Mechanic: **NRs. 45,350.00,**
* For Professional Plumber: **NRs. 47,200.00,**
* For Professional Building Electrician: **NRs. 47,800.00**
* Tiffin and travel expense should be in the rate of Rs. 1,200 per month per participant

|  |  |  |  |
| --- | --- | --- | --- |
| **SN** | **Cost Items** | **Cost (Rs)**  | **In Words** |
| **A** | **Direct Cost** |  |  |
| **A.1** | **Direct cost for training**  |  |  |
| A.1 | Announcement and participant selection (1 Time) |  |  |
| A.2 | Training Coordinator’s Remuneration (1 person) |  |  |
| A.3 | Instructors’ Remuneration (At least 4 persons) |  |  |
| A.4 | Tools and equipment cost (Non-consumable) |  |  |
| A.5 | Consumable training materials cost (including apron, helmets and other PPE as per requirement) |  |  |
| A.6 | Group Personal Accidental Insurance cost  |  |  |
| A.7 | Office Management (Internal monitoring/Review meetings, Logistic and Administrative) cost |  |  |
| **A.8** | **Sub Total of direct cost for training (A.1 to A.8)** |  |  |
| **A.9** | **VAT @13% of A.8** |  |  |
| **A.10** | **Total of direct cost for training** |  |  |
| **A.11** | **Cost per participants (A.10**÷ **no of Trainees proposed)** |  |  |
| **B** | **Reimbursable cost** |  |  |
| **B.1** | Tiffin allowance @ Rs. 46.15/participant/day for 260 working days (10 months)  |  |  |
| **B.2** | Skill testing cost @ Rs. 6500/participant |  |  |
| **B.3** | Skill Test material and management @ Rs. 3500/participant |  |  |
| **B.4** | **Sub Total of reimbursable cost for training (B.1 to B.3)** |  |  |
|  | **Grand Total (A.10+B.4)** |  |  |

Authorized Signature

Date:

Office Stamp

## 4D. INSTRUCTIONS FOR COST CALCULATIONS

**A. Direct cost**

**A.1. Announcement and participant’s selection:** This include cost of outreach and social marketing activities to be conducted by the training institute/technical school utilizing print, electronic and other medias in the proposed locations to select the target participants. This also includes the cost incurred during the participants’ pre-selection orientation and selection process.

**A.2. Training Coordinator’s Remuneration:** The Program Coordinator will be a full-time employee of the training institute/technical school. The salary and other benefits should be calculated into months as per the work plan and personnel schedule.

**A.3. Instructors’ Remuneration:** The Instructor will be full time employees of the training institute/technical school. The salary and other benefits should be calculated into months as per the work plan and personnel schedule.

**A.4. Tools and equipment cost:** This cost includes the rental and depreciation of the tools and equipment used during the institute-based training program.

**A.5. Training materials cost:** This includes the cost of daily consumable materials to be used for the practical as well as theory classes throughout the institution-based training.

**A.6**. **Group Personal Accidental Insurance cost:** This includes the amount of premium for Group Personal Accidental Insurance of all the trainees for the period of 12 months. Such insurance is usually done on yearly basis.

**A.7. Internal monitoring, review meetings, logistic and administrative cost:** This includes monitoring cost of industry-based training by the institute, review meetings at the end of each semester, and may include all rent and utilities cost such as water, electricity, and communication etc. related to the training management.

**B. Reimbursable Cost**

**B.1 Tiffin allowance**: The tiffin allowance will be provided by the training institute/technical schools to the individual trainees at the rate of NRs. 46.15/per attended day for 260 days. This allowance should be provided to the trainees at the end of every month in presence of the ENSSURE staff. This cost will be reimbursed by the project as per the receipt signed by the trainees.

**B.2 Skill Test Cost:** The training institute/technical school should pay the skill test fee of the training graduates to NSTB/CTEVT for the skill test towards the end of training program. This cost will be reimbursed with the payment of third instalment upon the submission of original voucher to the project.

**B.3. Skill Test Material Cost:** The training institute/technical school should manage the skill test materials required during the skill test. This cost will be reimbursed with the payment of third instalment upon the submission of original voucher to the project.

**Terms of Reference (TOR)**

**for**

**Conducting 1696 hrs. Dual-VET Training Program**

1. **Background**

**HELVETAS Swiss Intercooperation Nepal (Helvetas Nepal) is a Swiss Organization actively contributing for the development of Nepal in the area of youth and employment, agriculture, infrastructure and so on, focusing especially to the people from economically poor and socially discriminated background. Helvetas Nepal works together with Government of Nepal, private sectors and civil society organizations for making changes sustainable, effective and impactful. Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) is a bilateral initiative of the Government of Nepal (GoN) and the Government of Switzerland** implemented by Council for Technical Education and Vocational Training (CTEVT) with technical assistance from **Helvetas Nepal**. **The overall goal of the project is to contribute for** improved living standard of Nepalese workers particularly from disadvantaged groups to benefit from continuous employment.

The project addresses the issues of unemployment, underemployment and unfair pay facing the Nepalese labour market resulting from the mismatch in skills demanded by the industries and that which the workers possess through different training modalities such as apprenticeship and training with robust on the job training for the new job entrants. Institutionalization of workplace-based learning - such as apprenticeship and formal OJT in TVET system is one of the major objectives of ENSSURE project.

During the first phase of ENSSURE, it is planned to implement 24-months dual-VET apprenticeship covering 1200 youths. In the process of developing apprenticeship model, ENSSURE has now proposed a model based on dual-VET learning system in which apprentices will have opportunity to learn the skills in institute (in simulated environment) and in the industry (in real world of work) under the experienced craft person (in-company trainer).

In this connection, ENSSURE PSU/**Helvetas Nepal** is going to implement 1696 hrs. dual-VET professional training program of Level 2 to 200 youths in 5 occupations, namely, **Professional Motorcycle Mechanic, Professional Cook, Professional Light Vehicle Service Mechanic, Professional Plumber, Professional Building Electrician** commencing from November 2020. *The programs will be implemented in Province 1, Province 3 and Province 5 only.*

Now, ENSSURE PSU/**Helvetas Nepal** invites proposals from interested and competent Training Institutes/Technical Schools/Industries having training facilities with adequate physical infrastructures and human resources for managing institute-based training (Off-the-Job Training) and industry-based training or industrial practices (On-the-Job-Training) to implement the dual-VET training program on the above-mentioned occupation/s.

1. **Objectives of the Assignment**

The main objective of the assignment is to deliver quality skill training for the targeted beneficiaries following the CTEVT curricula; managing their skill testing and placing them for sustainable and rewarding employment in the trained occupations. Other objectives are to:

* Ensure that the targeted beneficiaries have participated in training
* Ensure the quality of training as per the developed quality indicators/criteria this includes quality delivery by the instructors, coaching by the supervisors/mentors in the industries
* Confirm that trainees receive adequate practical (in-house practice and OJT) experiences as per the curricula and agreed criteria.
* Confirm that theory and practical sessions are well balanced during the classroom-based instruction following the defined criteria by CTEVT (20% theory and 80% practical)
* Ensure the maximum participation (pass rate is minimum target 90%) of trainees in the skill testing
* Ensure that graduates are facilitated to be employed in the competitive job market

1. **Scope of Work**

In line with the above stated objectives, the training institute/technical school will be responsible to provide institute/school-based training (off-the job training) and facilitate the partner companies (OJT providing industries) to run the industry-based training (on-the-job training). The training institute/technical school will also facilitate and assist training graduates for getting into the employment in the related occupations. The scope this assignment will be as explained below:

* 1. ***Occupations:***

Based on the Training Need Assessment (TNA) conducted by ENSSURE project and consultation with stakeholders through the workshops and interviews and Project Coordination Committee (PCC) consultation, the following occupations have been selected as the most demanded and appropriate for the implementation of dual-VET training program in the Province 1, Province 3 (Bagmati) and Province 5. The table below shows the occupation wise allotted number of trainees under this assignment.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.N.** | **Package code** | **Occupation** | **Training to be conducted in** | **Allotted no. of trainee** |
| 1 | CTEVT/ENSSURE-PSU-P1-PMM | Professional Motorcycle Mechanic | Province 1 | **40** |
| 2 | CTEVT/ENSSURE-PSU-P3-PC | Professional Cook | Province 3 (Bagmati) | **40** |
| 3 | CTEVT/ENSSURE--PSU-P3-PLV | Professional Light Vehicle Service mechanics | Province 3 (Bagmati) | **40** |
| 4 | CTEVT/ENSSURE-PSU-P5-PBE | Professional Building Electrician | Province 5 (Lumbini)  | **40** |
| 5 | CTEVT/ENSSURE-PSU-P5-PP | Professional Plumber | Province 5 (Lumbini) | **40** |

***3.2 Geographical coverage:*** Since the dual-VET training program cannot be implemented without partnering with industries, the following geographical areas, having more industries, will be covered and the training services for this assignment will be delivered in major urban and semi-urban centres as follows:

* Biratnagar, Itahari and Dharan, Damak and Birtamod area
* Kathmandu, Lalitpur, Bhaktapur, Banepa and Dhulikhel, Bharatpur, and Hetauda area
* Nawalparasi (Kawasoti) Butwal, Bhairahawa, Dang and Nepalgunj Area

***3.3 Selection of participants:*** The training institute/technical school will follow the “Training Program Implementation Guidelines”. The guidelines can be collected from the ENSSURE project office (PIU and PSU). Representative from the industries must be involved in the selection process.

***3.4 Duration of the assignment:*** Duration of this assignment will be of 15 months after signing the contract. The training institute/technical school will submit detailed work plan along with human resource plan with for both off-the-job (institution based) training and agreed companies/industries for on-the-job training (industry based) in RfP.

***3.5 Quality of instructions:***

***3.5.1 Institute-based training***: The training institute/technical schools are required to manage well-qualified and highly experienced instructor/s and practical instructor/s (demonstrator/s) to conduct classroom instruction along with laboratory practice during institute-based training, which includes skill demonstration, illustrated talk, guided practice, independent practice etc. They also required managing modern training facilities as envisioned by the curricula as far as practicable.

***3.5.2 Industry-based training (OJT)***: The training institute/technical schools are responsible to identify and select appropriate/suitable industries and required to facilitate them for effective OJT (industry-based training) of the trainees’ through proper coordination with top management/HR Manager/Supervisor of the respective industry. So, commitment of the industries to provide enough industrial practice opportunities for the trainee is must. During industry-based training, continuous guidance and supervision of the trainees from the experienced Supervisor/In-company-trainer will be required. The Supervisor/In-company trainer is also the responsible person to carry out performance assessment of trainee/s during the industry practice.

***3.6 Entrepreneurship Development and Life skills sessions:*** The training institute/technical school will be responsible to facilitate the training sessions on entrepreneurship development and life skills including career guidance based on the curriculum and teaching/learning materials provided by the project. The training institute/technical school will facilitate and coordinate with ENSSURE to conduct such training sessions at appropriate time during the training period.

***3.7 Assessment of trainees’ performance and record keeping:*** The Service Providers are responsible for keeping the records of all training related activities including daily/weekly performance evaluation of the trainees.

***3.8 Facilitation for Skills testing:*** The Service providers are responsible to facilitate skill testing of all the trainees ensuring at least 90% trainees succeed in the skill test administered by the NSTB.

***3.9 Job placement:*** The Service Providers are responsible to assist the graduates through adequate post training supports ensuring at least 80% employment in the related occupations.

1. **Required competency of the training institute/technical schools**

The training institute/technical schools are required to have the following minimum physical facilities and human resources to carry out the services.

* 1. ***Physical facilities requirements:*** The training institute/technical school must have the adequate training facilities, such as well-equipped classrooms, practical labs, instructor’s preparation room, rest rooms, library, extra-curricular facilities and adequate tools, equipment and training materials, safety equipment/provisions. The facilities and materials will be as per the curriculum, which is subject to verify during the selection process.
	2. ***Team composition:*** A team of professionals from technical schools to deliver institute-based training and at least one in-company trainer/OJT supervisor from partnering companies to facilitate and guide the trainees during the industry-based training, will be required for the effective implementation of the program. The followings are the required key professionals with their minimum competencies (qualification and experiences) and major responsibilities.

***4.2.1 Title/number: Training* coordinator – One person**

**Qualifications and Experiences:** Minimum bachelor’s degree with minimum 3 years of work experience on coordinating and implementing various academic or professional courses. Experience working with private sectors/industries for OJT and job placement of the graduates. Proven skills on communication/networking with multi-stakeholders.

**Total time input:** Full time

**Responsibilities:**

* Overall management of the training program/s and training team, coordination with ENSSURE and other related stakeholders;
* prepare training/OJT implementation plan and make sure the effective implementation
* Conduct regular visit to training/OJT sites during the training period;
* Submit training reports and other documents as per agreement;
* Develop strategy, approach and methodology ensure effective monitoring of the training program
* Collaborate with strategic partners to facilitate job placement for the training graduates
* Coordinate and plan of Skill Testing
* Maintain records of necessary training related documents that includes the roster of the potential employers too
* Supervise, monitoring and evaluating the training program
* Ensure the quality of the training (both classrooms based and on-the- job training)
* Develop success story, lesson learned and implement corrective measures etc.
* Coordinate with ENSSURE for all training related activities.

***4.2.2. Title/number:* Instructor/s**

**Qualifications and experiences:** Minimum Diploma or Skill Test Level-3 passed or equivalent in related occupation or as per curriculum. Minimum 3 years of work experience in conduction of training in related occupation with TOT or instructional skills training from the recognised institute.

**Total time input:** 10 months – Full Time (2 persons per 20 trainees)

**Responsibilities:**

* Develop daily lesson plan, deliver training sessions according to the set guidelines and criteria:
* Conduct theory and practical classes according to the curricula.
* Use learner cantered teaching methodologies for effective training delivery
* Assess continuously the performance of the trainees' and maintain the records;
* Assist training coordinator in Planning and managing training program
* Arrange site visit, study visit, OJT etc.;
* Supervise trainees' performance and provide necessary feedback for their improvement
* Orient trainees for NSTB skill test procedure;
* Manage/Maintain, trainers’ log book, trainees' attendance, and other training related documents
* Arrange/manage extra coaching for weak trainees (if necessary);

***4.2.4. Title/number:* In-company trainer**

In company Trainer/s should be from the consortium industries having adequate work experiences on the related occupations who will be capacitated in the OJT management and instructional skills by the project if needed. Bidder should provide the name, qualification and work experience of the proposed In-company trainer/s in the RfP.

1. **Eligibility Criteria for Bidder**

To be eligible for further evaluation process of Request of Proposal, the training institute/technical schools 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 two fiscal years. | Yes/ No |  |
| 4 | Notarized copy of valid CTEVT affiliation certificate to conduct training in related occupation/sector. | Yes/ No |  |
| 5 | Self-Declaration made in writing by the Training Institutes/Technical Schools that it is not disqualified for taking part in the procurement proceedings, that it has no conflict of interest in the proposed procurement proceeding and that it has not been punished for an offence relating to the concerned profession or business | Yes/ No |  |
| 6 | List of industries with demanded number of trainees for OJT. | Yes/ No |  |
| 7 | Letter from concern industry association/Chamber of commerce/professional association indicating their support and cooperation in the program implementation and placement of the graduates. | Yes/ No |  |
| 8 | Letter from concerned Local Governments indicating their support and cooperation for implementation of training program/s. | Yes/ No |  |

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

1. **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 proposal/s to be accepted is 60. 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 | Conformity with technical proposal requirements | 10 |
| 2 | Experiences of the Bidder | 15 |
| 3 | Training facilities available | 25 |
| 4 | Program implementation methodology | 20 |
| 5 | Quality of proposed key staff | 30 |

# STANDARD FORM OF CONTRACT

**Consultant’s Services**

Time-Based Form of Contract

**Contract for Consultant’s Services**

**Time-Based**

Title of Consulting Services: ***Implementation of training courses with OJT***

**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:**

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[II. General Conditions of Contract](#_Toc210031506)

[III. Special Conditions of Contract](#_Toc210031507)

[IV. Appendices](#_Toc210031508)

# Form of Contract

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)

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| Definitions | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
1. *“*Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
2. “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.
3. “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.
4. “Client” means *[procuring entity/the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant.
5. “Consultant” means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
6. “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).
7. “Day” means a working day unless indicated otherwise.
8. ” Development Partner (DP)” means the country/institution funding the project as **specified in the SCC.**
9. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
10. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
11. “Foreign Currency” means any currency other than the currency of the Client’s country.
12. “GCC” means these General Conditions of Contract.
13. “Government” means the government of Nepal (GoN).
14. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
15. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
16. “Local Currency” means the currency of Nepal (NPR).
17. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
18. “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
19. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
20. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
21. “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
22. “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
 |
| Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
 |
| Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.
 |
| Language | * 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.
 |
| Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract.
 |
| Communications | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
	2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
 |
| Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.
 |
| Authority of Member in Charge | * 1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
 |
| Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.**
 |
| Corrupt and Fraudulent Practices | 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.  |
| * 1. 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

|  |  |
| --- | --- |
| 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. |
| Termination of Contract for Failure to Become Effective | * 1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than 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.
 |
| Commencement of Services | * 1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
 |
| Expiration of Contract | * 1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC or such other time period as the Parties may agree in writing**.
 |
| Entire Agreement | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
 |
| Modifications or Variations | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
 |
| Force Majeure |  |
| a. Définition | * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
	2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
	3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
 |
| b. No Breach of Contract | * 1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
 |
| c. Measures to be Taken | * 1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
	2. 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.
	3. 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) | * 1. 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.
	2. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. |
|  | * 1. 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:
1. the consultant had made the best possible efforts to complete the work in due time,
2. the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
3. the delay was as a result of Force Majeure or not.
 |
| Suspension | * 1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
 |
| Termination | 19. 1 This Contract may be terminated by either Party as per provisions set up below:  |
| a. By the Client | 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (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

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| 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. |
| 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:1. 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
2. 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. |
| 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 :1. give or propose improper inducement directly or indirectly,
2. distortion or misrepresentation of facts
3. engaging or being involved in corrupt or fraudulent practice
4. interference in participation of other prospective consultants.
5. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
6. 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.
7. 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
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| 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 of 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. |
| 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. |
| 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.  |
| 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. |
| 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.  |
| 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**. |
| 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

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| 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. |
| 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. |
| 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. |
| 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 of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement. 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. |
| 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.  |
| 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

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| 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**. |
| 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. |
| 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 |
| 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. |
| 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. |
| 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

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| 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. |
| 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.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. |
| 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**.  |
| Currency of Payment | 45.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC.** |
| 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.  |
| Retention | * 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.
	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.
 |
| Interest on Delayed Payments | * 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.
 |
| Liquidated Damages | * 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.
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# G. Fairness and Good Faith

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| 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

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| 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. |
| 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

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| 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.1. if it is proved that the consultant committed acts pursuant to GCC 22.2,
2. if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause29.3,
3. 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,
4. if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
5. if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant’s qualification information,
6. 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

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| **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** | **The addresses are:**Client: Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE/PSU)/Helvetas NepalSanothimi, BhaktapurAttention: Subas Subedi, Team LeaderTel.: 01-6636073/6636191Fax: 01-6632091E-mail: genssure.np@helvetas.orgConsultant :  Attention : Facsimile : E-mail (where permitted) :  |
| **8.1** | *[****Note****: If the Consultant consists only of one entity, state “N/A”;**OR**If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]***The Lead Member on behalf of the JV is** NA |
| **9.1** | **The Authorized Representatives are:****For the Client:** Subas Subedi, Team Leader**For the Consultant:** [name, title] |
| **12.1** | **Termination of Contract for Failure to Become Effective:**The time period shall be *Two Months (60 days) from the date of contract signed* |
| **13.1** | **Commencement of Services:****The number of days shall be One month (30 *days)***.Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**The time period shall be (*Fifteen months) from the date of contract signed*. |
| **21 b.** | 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 |
| **21.1.4 (b)** | Additional Prohibition of Conflicting Activitiesif any *NA* |
| **24.1** | **No additional provisions.****“**Limitation of the Consultant’s Liability towards the Client:(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:(i) for any indirect or consequential loss or damage; and(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**;** **(b) This limitation of liability shall not** **(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;(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** | **The insurance coverage against the risks shall be as follows:**(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nepal by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *in accordance with the applicable law of Nepal*;(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 |
| **28.1** | *[****Note****: If applicable, insert any exceptions to proprietary rights provision NA* |
| **28.2** | “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**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert amount and currency] [indicate: **inclusive** or **exclusive**] **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)** | The following provisions shall apply to the advance payment and the advance payment guarantee:1. An advance payment of 20% of the total amount of direct cost shall be made within *15* days after the Effective Date. The advance payment will be set off by the Client in equal instalments against each instalment until the advance payment has been fully set off.
2. The bank guarantee shall be required for the mobilization or the advance payment.

**Payment Schedule:** Payments shall be made upon the Client's receipt of invoices defining the number of beneficiaries served times the agreed per day per beneficiary cost (Amount) of Appendix C and less. The following Schedule will be followed for the payment;**Mobilization-20%:** After signing of contract and upon submission of appropriate **(Commercial)** bank guarantee.**First Instalment**- The first instalment payment shall be made upon the Client's receipt of following documents/reports and invoices:* A progress report of training (all training batches) of duration at-least 52 working days of each batch- (First two months of training commenced),
* A payment request memo for direct training cost, generated from database,
* Monthly payment memo of tiffin and transportation allowance to trainees (separate memo of first and second month), generated from database,
* Evidence of the group accidental insurance of the trainees and
* Supporting documents of all above mentioned memos and reports such as monthly attendance sheet, monthly allowance receipt of trainees, receipt of group accidental insurance of trainees.
1. **Second Instalment-** The second instalment payment shall be made upon the Client's receipt of following documents/reports and invoices:
* A second progress report of training (all training batches) of duration at-least 78 working days of each batch- (third to fifth month of training commenced or up to the centre-based training completion date),
* A payment request memo for direct training cost, generated from database (separate memos of third, fourth and fifth month or months up-to centre-based training completion month),
* Monthly payment memo of tiffin and transportation allowance to trainees, generated from database, and
* Supporting documents of all above mentioned memos and reports monthly attendance sheet, monthly allowance receipt of trainees.
1. **Third instalment-** The third instalment payment shall be made upon the Client's receipt of following documents/reports and invoices:
* A third progress report of training (all training batches) of duration maximum 130 working days of each batch- (sixth to tenth month of training commenced or the centre-based training completion date to training completion date),
* A payment request memo for direct training cost including payment of eligible leave days of trainees and the cost of skill test, generated from database,
* Monthly payment memo of tiffin and transportation allowance to trainees including the allowance amount of eligible leave days of trainees, generated from database
* Supporting documents of all above mentioned memos and reports such as monthly attendance sheet, monthly allowance receipt of trainees, trainees' skill test attendance, skill test certified letter of NSTB, receipt of skill test fees paid to NSTB, and VAT bill issued by service provider for reimbursement of personal protective equipment’s (Apron, Helmet etc) and skill testing material cost.
1. **Reimbursement of allowances to trainees:** The service provider must provide allowance to the trainees at the end of each month based on number of days present and verified by the monitoring, which will be reimbursed upon submission and verification of copy of trainees' attendance in given format, allowance received signed by trainees' and report generated from database.

Allowances of trainees whose number of absent days is less than 26 are entitled to receive training allowances which will be part of reimbursement of allowance of the last month. It is responsibility of the service provider to provide this amount to respective trainees.1. **Dropout** The trainees whose cumulative absent days is more than 26 days will be considered as dropout at any point of training duration. The service providers and dropout trainees are not entitled to claim or receive any related training cost and allowances from the date assigned as dropout. Such trainees will not be eligible to appear for skill test.
2. **Retention-5%:** Upon submission of final project completion report.
	1. a prorated amount of the advance payment, and
	2. retention amount equal to 5% of service cost of the monthly payment claim, as acceptable to the Client;
3. **Final Payment:** The final payment will include total of retention amounts, which were deducted from each instalment payment. To be eligible for this payment the service provider should meet contracted skill test success rates (90%) which shall be verified by the client through NSTB’s record. In case of the service providers who do not meet contracted skill test success rates the project may not accept the RfP’s for further contracts for delivery of similar services in future and will not receive the retention amount.
4. Note: i. In case of the service provider’s request on extension of time period to submit the project completion report, the project can extend time up to 6 months. However, the service provider is responsible to manage the cost of skill testing in second time.

ii. If the service provider is unable to complete the agreed number within the given time frame, written information with justification should be given to the project. |
| **46.1(e)** | **The Consultant's accounts information:**  |
| **48.1** | **The interest rate is**: NA |
| **49.1** | The liquidated damages is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement |

# IV. Appendices

### Appendix A—Terms of Reference

### Appendix B—Technical Proposal

### Appendix C— Negotiated Financial proposal

### Appendix D: Reporting Requirements and Time Schedule for Deliverables

1. Inception Report within 30 days after signing the contract.
2. Training commencement Report: Within 15 days of training start (Event wise)
3. Progress Report 1: After 2 months of the training start (Event wise).
4. Progress Report 2: After Completion of the in-house training and placement in OJT (Event wise).
5. Progress Report 3: After 2 months of the OJT start (Event wise).
6. Training Completion Report: within 1 month of the completion of the training up to skill testing (event wise)
7. Project Completion Report: within two months after completion of assignment

### Appendix E—Minutes of negotiation meetings

### Appendix F—Form of Bank Guarantee for Advance Payments

TO: *[Name and Address of Client]*

*[Name of Contract for Consultants’ Services]*

Dear Sir/Madam:

In accordance with the provisions of Clauses GCC 6.4(a) and SCC 6.4(a) of the above-mentioned Contract (hereinafter called “the Contract”), *[name and address of Consultants]* (hereinafter called “the Consultants”) shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.[[1]](#footnote-1)

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The validity period of the guarantee shall be 30 beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the *[name of Client]* receives full repayment of the same amount from the Consultant.

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

# APPENDIX G: Code of Conduct

**Code of Conduct**

This Code of Conduct guides the behaviour expected from the Training Providers, their consortium industries, and the Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) Project, hereafter, referred to as the Project, for effective working relation amongst themselves in order to attain the Project outputs and outcomes in the highest possible standard.

It is expected that by following this Code of Conduct, all parties (the training providers, their consortium industries and the project) are applying and communicating a coherent and a transparent set of values and rules of doing business aimed at ensuring efficiency and effectiveness of the development fund channeled through the Project, maintaining impartiality and transparency in service provisions and procurement, and enhancing their outreach for the maximum benefit of the disadvantaged youths.

All parties agree to follow this code of conduct. It does not reiterate norms and regulations already laid down by the Nepalese legislation.

This Code of Conduct forms an integral part of the contract between the project and its partner training providers and their consortium industries and is binding for all staff involved in implementing the activities of the project. It is therefore, the task of the management of each training provider and their consortium industries to ensure that their staffs are aware of this code of conduct and that they adhere to it throughout service delivery. As the work of a development agency and its associated organizations are a matter of public interest, it is important that this Code of Conduct be followed by their staff when conducting themselves in the public–whether at work or off work.

**General values and rules of doing business**

The Project, partner Training Providers and their consortium industries agree to:

* Conduct quality training and employment services under this assignment.
* Put the advancement and empowerment of the disadvantaged youth as the highest priority by ensuring high efficiency, effectiveness and maximum use of the available funds
* Share the joint responsibility for advancing the Project and its development objectives by stimulating and supporting each other
* Ensure the visibility of the Project and its funding agencies in the public during service procurement and delivery
* Carry out communication based on facts or provide reference of the designated person in the Project for the respective information
* Treat each other as equal development partners instead of dependent recipients and funding provider
* Stimulate a cooperative and a transparent spirit of collaboration between the staff of the Training Provider, their consortium industries and the Project based on mutual respect for the work of each staff member
* Build up a relationship of trust and transparency while maintaining confidentiality of classified information
* Refrain from influencing trainees or graduates during any stage of service delivery and also during employment
* Openly and timely discuss with each other shortcomings and challenges in order to find mutual solutions for attainment of set project outputs and outcomes
* Ensure the transparency of the financial transactions and administration of the Project funds
* Strive for the highest levels of public accountability
* Be a role model for inclusiveness and strive for workforce diversity with appropriate representation of gender and discriminated groups
* Settle business disputes through mutual consultations in an amicable and lawful manner
* Adhere to the principles outlined in the Basic Operating Guidelines (BOGs).
* Establish a good network with the government agencies, chambers and associations and development partners to bring synergy for imparting skills and managing sustainable and rewarding employment.

**Specific Code of Conduct for ENSSURE**

ENSSURE will abide by the following in its collaboration with partner Training Providers and their consortium industries:

* Assist to the Training Providers and their consortium industries in implementing quality training, share information consistently with all, and treat each equally and without bias.
* Consider the Training Provider’s and their consortium industries’ performance, commitment and results during the procurement of services
* Exercise good judgement in the case where more than one Training Provider has to be contracted out for training services in the same occupation
* Build the capacity of the Training Providers and their consortium industries through training and individual coaching for efficient and result-oriented service delivery
* Communicate any changes in the policies for service procurement and ensure that they are implemented in timely and transparent manner
* Monitor the training providers and their consortium industries in the field and as per the mandate set in the training implementation guidelines and provide guidance and timely feedback as per appropriate for attainment of project outputs and outcomes
* Guarantee timely payment of claims in compliance with the contractual terms and conditions as agreed between the Training Provider and the Project
* Maintain the confidentiality of the Training Providers and their consortium industries competing in a RFP with due respect to their corporate rights

**Specific Code of Conduct for the Training Providers and their consortium industries**

The Training Providers and their consortium industries will abide by the following in its collaboration with the Project:

* Maintain the highest standards of service delivery at fair and competitive prices.
* Ensure a transparent and unbiased announcement and selection of trainees by applying the pre-defined selection criteria of ENSSURE.
* Manage and apply appropriate safety measures during training and will ensure access to sufficient and appropriate training materials, tools and equipment during theoretical and practical sessions and as mandated by the training curriculum.
* Make provision for worker coaches (experienced worker) along with the OJT supervisors and support with their capacity building for training and supervision to the trainees for On-The-Job Training (OJT).
* Assess one’s own capacity and competence realistically with respect to that of other training providers and be open to learn from them
* Coordinate with other training providers operating in the same district(s) and/ or training programmes in similar trades in order to exchange experiences, strive for a win-win situation and avoid unhealthy competition
* Establish a good network and communication with the government agencies, chambers and associations and development partners to bring synergy for imparting skills and managing sustainable and rewarding employment.
* Maintain high standard of training as envisioned in training implementation guideline of ENSSURE for envisioned outcome.

**Final provision**

This Code of Conduct is guided by the current situation and needs for effective programme implementation. It will be updated jointly with the Training Providers and their consortium industries as per the need in the future.

1. An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4(a). [↑](#footnote-ref-1)