



Request for Proposal

for the procurement of consulting services (Technical and Education Service Provider – T&E)

**for
Implementation of Skills Training for Mason and
Reconstruction on Earthquake Resilient
Construction Technology and facilitation for the
Skills Test with NSTB
to
Training participants from earthquake affected area
in Karnali Province.**

Contract No: SRP/01/2024

Issued by:

Skill Reconstruction Project (SRP)

Programme Support Unit (PSU)

Lalitpur-3, Dhobighat, Lalitpur

February 2024

A handwritten signature in blue ink, appearing to read "Ravi Sharma", is written over a horizontal line.



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Section-1: Letter of Invitation



REQUEST FOR PROPOSAL

For the selection of Training Management Institutes for the implementation of Earthquake Resilient Mason Training and facilitation for skill test

Date of first publication: 24 February 2024

Skills and Reconstruction Project (SRP) having overall goal of "the programme is to contribute to the reconstruction ensuring gender sensitivity and social inclusion in the delivery, leaving no-one behind" is a SDC project implemented by Helvetas Nepal. This project will contribute to achieving two outputs of reconstruction of damaged public infrastructure such as schools and health posts, and a total of 500 masons (20% women; 50% DAGs) trained in earthquake-resilient construction practices from the most affected area in Karnali Province.

SRP/Helvetas Nepal intends to call for proposals from the eligible and interested Technical and Education Service Provider – T&E to implement skills training in EQ resilient mason occupation and reconstruction.

1. Interested Technical and Education Service Provider – T&E (**consultants**) must fulfil the eligibility and evaluation criteria specified in **RFP**. Request for Proposal (RFP) is made available at free of cost at: notice.helvetasnepal.org
3. **Pre-Proposal meeting (Virtual) will be held on 28 February 2024 at 2 PM. Interested Technical and Education Service Provider – T&E (consultants) should confirm their participation at procurement.np@helvetas.org to obtain the virtual meeting link latest by 1:30PM on the day of pre-proposal meeting.**
4. The response of questions/queries received till the deadline will be posted in just below the RFP notice in above URL.
5. Proposal must be submitted latest by **08 March 2024 before 5 PM to SRP/Helvetas Nepal office mentioned below**. Proposals received after the deadline shall be rejected.
6. SRP/Helvetas Nepal hold the rights to accept or reject any proposals partially or wholly.

Skills and Reconstruction Project (SRP) /Helvetas Nepal

Lalitpur-3, Bakhundole, Lalitpur
G.P.O. Box - 688, Kathmandu, Nepal
Email: procurement.np@helvetas.org



Section-2: Instructions to Consultants and Data Sheet

A. Instructions to Consultants (ITC)

1. General Provision	
1.1 Definitions	<p>(a). "Applicable Guidelines" means the policies, guidelines, manuals of the client and funding agency governing the selection and Contract award process/decision.</p> <p>(b). "Applicable Law" means the laws and any other instruments having the force of law in the territory of Nepal as they may be issued and in force from time to time by the government.</p> <p>(c). "Client" means the purchaser/employer/procuring entity that signs the Contract for the Services with the selected Consultant.</p> <p>(d). "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(e). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the annexes.</p> <p>(f). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) under Section-2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(g). "Day" means a calendar day.</p> <p>(h). "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 CV is considered in the technical evaluation of the Consultant's proposal.</p> <p>(i). "ITC" means the Instructions to Consultants (ITC) that provides the interested and eligible Consultants with all information needed to prepare their Proposals.</p> <p>(j). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(k). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants.</p> <p>(l). "Services" means the work/task/assignment to be performed by the Consultant pursuant to the Contract.</p> <p>(m). "ToR" means the Terms of Reference (ToR) that explain the objectives, scope of work, activities, and tasks to be performed, responsibilities of the Client and the Consultant, and expected results, deliverables, and reporting requirements of the assignment.</p>
1.2 Introduction	The Client named in the Data Sheet intends to select Consultant from eligible and interested firms.

	The Consultant will be selected for the assignment mentioned in the Data Sheet based on their Technical and Financial proposal.
1.3 Conflict of Interest	<p>The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. In the following situation it is declare as conflict of interest.</p> <ol style="list-style-type: none"> If board member of the consultant is engaging in more than one bidder/proposer under for this selection process. If board member of the consultant is currently punished as criminal by law of Nepal. If consultant has close business or family relationship with a professional staff of the client.
1.4 Eligibility criteria	<ol style="list-style-type: none"> Consultants should submit the legal and supporting documents as listed in the Data Sheet which are integral part of the evaluation. Consultant must not be blacklisted by Government of Nepal
1.5 Pre-proposal meeting	<ol style="list-style-type: none"> Pre-proposal meeting will be conducted as mentioned in the data sheet.
2. Preparation of proposal	
2.1 General consideration	<p>The consultant required to study, understand all the contents of this RFP prior to prepare the proposal accordingly.</p> <p>The Consultants shall write/type rates in figures and words clearly. In case of contradiction between words and figure, words shall prevail.</p> <p>While quoting rates, Consultants will not be allowed to use correcting fluid or other erasing materials; neither Consultants will be allowed to overwrite the quoted rates. It may result into rejection of the proposal. In case of mistakes in rates, the Consultants is to simply cross the rates and shall re-write the rates and bear the initials of authorized signatories and stamp.</p> <p>Proposal received after expiry of submission date shall not be considered as valid.</p>
2.2 Cost of preparation of proposal	<ol style="list-style-type: none"> All the expenses incurred in preparing and submitting the bids/proposal shall be Consultants' responsibilities. Client will issue RFP document free of cost.
2.3 Language	<ol style="list-style-type: none"> The language of proposal shall be written in English and correspondence/documents relating to this proposal should be in English unless restricted by the local law. Propose amount shall be quoted in Nepalese Rupees and payment shall be made in Nepalese Rupees.

2.4 Proposal comprises	The proposal should comprise the documents, forms, certificates listed in the Data Sheet .
2.5 One proposal per consultant	The Consultant shall submit only one Proposal in its own name only. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
2.6 Validity of proposal	Proposal shall remain valid for a period of days after opening of the proposals mentioned in the data sheet .
2.7 Clarification and RFP amendment	Consultants are requested to send their questions/queries by emailing to the address mentioned in the data sheet .
3. Submission, Opening and Evaluation	
3.1 Signing, Sealing, marking and submission of the proposal	<p>(a) Only authorized representative of the Consultant shall sign each page of the proposal (both technical and financial). Put official stamp on each pages alongside of the authorized signature.</p> <p>(b) The Consultant shall seal the technical proposal and financial proposal separately.</p> <p>(c) The Consultant shall write (mark) its name address and client's address clearly on the envelope. Marked clearly both envelopes as "Technical Proposal" and "Financial Proposal". Both technical and financial envelopes should be packed in a single envelop with their contact details.</p> <p>(d) The consultant should submit the proposal to the client's address in a form and deadline specified in the data sheet.</p>
3.2 Confidentiality	<p>(a) Any information concerning with award decision will be confidential.</p> <p>(b) The consultant should not disclose the client's private information without client's consent.</p>
3.3 Opening of technical proposal	The technical proposal shall be opened in the presence of consultant who choose to attend at the place, data and time outlined in the data sheet .
3.4 Evaluation of Technical proposal	<p>(a) The evaluation of technical proposal shall be conducted according to technical evaluation criteria set in the data sheet.</p> <p>(b) The Consultants, who passes technical proposal shall be informed of the date, time, and place of opening of financial proposals.</p>
3.5 Opening of Financial Proposal	Financial proposal of those Consultants, whose technical proposal passes the minimum score as mentioned in the data sheet , shall only be opened.
3.6 Evaluation of Financial Proposal	Financial proposal shall be evaluated as per the weightage mentioned in the data sheet .
3.7 Evaluation method	(a) Technical and financial proposal shall be evaluated according to evaluation method in accordance set in the data sheet .

	(b) Successfully verified infrastructure proposal shall be integral part of award decision.
3.8 Modification of proposal	The modification/withdrawal of the proposal shall be as per indicated in data sheet .
3.9 Weightage of Technical and Financial	The weightage of the Technical and Financial proposal will be as mentioned in the data sheet .
4. Negotiation and Award	
4.1. Negotiations	<p>The negotiations will be held at the date and address proposed by client with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 3 days.</p>
4.2 Availability of Key Experts	The selected Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. A replacement of key experts can be in accordance with the acceptance of client. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal.
4.3 Technical negotiations	The negotiations include discussions of the Terms of Reference (ToRs), the proposed methodology, the Client's inputs, the special conditions of the Contract. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
4.4 Financial negotiations	Total cost negotiations will take place to confirm its cost vs quality including unclear cost factors or as described in data sheet .
4.5 Award of Contract	Pursuant to clauses of the ITC and complying all the technical criteria; financial criteria and the top scorer in the combined evaluation according to weightage described in data sheet can be awarded.
4.6 Price adjustment	Price adjustment will be applicable as described in data sheet .
4.7 Performance guarantee	The consultant shall furnish the performance guarantee while signing the contract. The performance guarantee shall be as per Data Sheet.
4.8 Contract duration	The contract duration will be in accordance with data sheet . Renewal of contract will be based on performance evaluation of consultant and requirement of client.
4.9 Dispute resolution	Any disputes arise under this contract shall be settled through negotiation and mutual understanding.

B. Data Sheet (DS)

ITC	Provisions
1.2	Name of the Client: SRP/ Helvetas Nepal
1.4	<p>Eligibility criteria (supporting documents):</p> <ul style="list-style-type: none"> a. Authorization letter to represent the consultant/Training provider for this RFP. b. Company Registration Certificate and renewal if applicable. c. Minimum qualification of consultant: 7 years d. Affiliation of CTEVT in mason occupations e. VAT Registration Certificate f. Tax clearance certificate of fiscal year 2079/80 g. Audit Report of fiscal years - 2078/2079 and 2079/80 h. Letter of self-declaration by board of directors of non-involvement in proven corruption cases and neutrality from the political parties/affiliation. i. Proof of proposed human resources affiliation and roster of trainers. j. Proof of relevant experience certificates of the firm and proposed human resources as specified in the technical proposal forms. k. Proof of Joint Venture agreement in the case of JV applicant. <p>Individual consultants are not eligible.</p> <p>Supporting documents can be verified from source and can be re-assured as and when needed by the client as part of pre-contract assurance process.</p>
1.5	<p>A pre-proposal meeting will take place on the following:</p> <p>Date: 28 February 2024 Time: 2PM Venue: Online (Virtually through Microsoft Teams) Note: Interested consultants should confirm their participation at procurement.np@helvetas.org to obtain the virtual meeting link latest by 14 February before 1:30 PM.</p>
2.4	<p>The proposal comprises:</p> <p>The Proposal shall comprise the following:</p> <p>1st Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal. (2) TPF-1 (3) TPF-2 (4) TPF-3 (5) TPF-4 (6) TPF-5 (7) TPF-6 (8) Eligibility criteria related to all documents.

	<p>2nd Envelope with the Financial Proposal: (1) FPF-1 (2) FPF-2</p>											
2.6	The validity of proposal: 45 days											
2.7	<p>Clarification of RFP and amendment:</p> <p>Clarification of RFP: Collective queries and responses will be published in the Client's website latest by 29 February 2024</p> <p>Amendment: Through same media of first publication of the notice.</p>											
3.1	<p>Submission of proposal form/mean, address, and date:</p> <p>Form of proposal: sealed hard copy (single stage - two envelop) separately for technical and financial.</p> <p>Address: Skills and Reconstruction Project (SRP) /Helvetas Nepal Lalitpur-3, Bakhundole, Lalitpur G.P.O. Box - 688, Kathmandu, Nepal Telephone: +977-1-5424925/26 Email: procurement.np@helvetas.org</p> <p>Date: 08 March 2024 before 2PM</p>											
3.3	<p>Opening of technical proposal:</p> <p>Place: Skills and Reconstruction Project (SRP) /Helvetas Nepal Lalitpur-3, Bakhundole, Lalitpur G.P.O. Box - 688, Kathmandu, Nepal Telephone: +977-1-5424925/26 Email: procurement.np@helvetas.org</p> <p>Date: 11 March 2024 Time: 2:30PM</p>											
3.4	<p>Technical Evaluation Criteria:</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Max. score</th> </tr> </thead> <tbody> <tr> <td>A. Technical proposal score</td> <td>80</td> </tr> <tr> <td>1. Description of methodology and workplan in response to terms of reference</td> <td rowspan="3">20</td> </tr> <tr> <td>a. Technical approach and methodology</td> </tr> <tr> <td>b. Work plan</td> </tr> <tr> <td>c. Skill test</td> <td rowspan="2">15</td> </tr> <tr> <td>2. Specific/similar experience of the Consultant</td> </tr> </tbody> </table>	Description	Max. score	A. Technical proposal score	80	1. Description of methodology and workplan in response to terms of reference	20	a. Technical approach and methodology	b. Work plan	c. Skill test	15	2. Specific/similar experience of the Consultant
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2. Specific/similar experience of the Consultant												

	3. Profile of Key Experts (qualification and experience of trainers)	40
	4. Financial capacity	5
3.5	Minimum Technical Score: 70% (The consultants who scores less than 70% will be rejected even lies within the budget ceiling)	
3.6	Evaluation of financial proposal: <ul style="list-style-type: none"> • Checking arithmetical errors (if any) • Compare with budget. • More than budget shall be disqualified. • Minimum financial proposal within budget shall get full marks allocated financial proposal. 	
3.7	The method of selection: Fixed budget-based selection - FBS (The financial proposal must be within the available maximum budget who exceed the available budget shall be disqualified) The available maximum budget for this assignment: NRs.42,000/- per trainee	
3.8	There will be no modification or withdrawal after submission.	
3.9	Technical weightage: 90% Financial weightage: 10%	
4.5	Award procedure: <ul style="list-style-type: none"> • Carefully completed the above process mentioned in DS (3.4, 3.5, 3.6, 3.7, other relevant criteria) • Accumulated the technical score and financial score as combined evaluation. • Rank the consultants according to their respective combined score. • Can be award batches (no. of class) according to absorption capacity to 1st rank consultant. Then remaining batches will be awarded to second ranked consultant according to absorption capacity and so and so forth. 	
4.6	Price adjustment: Not applicable	
4.7	Performance guarantee: 5% of the total contract price in a form bank guarantee from A-class bank unconditional convertible to client's account.	
4.8	Contract duration: Expected contract start date: 3 rd Week of March 2024 Expected training start date: 4 th Week of March 2024 The training completion period: 50 calendar days from class start date for each batch. The overall contract duration: till end of September 2025.	



Section-3: Helvetas anti-corruption policy

Code of Conduct for Contracted Parties

Final version February 2020

Scope of this Code of Conduct

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

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

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

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

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

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

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

The Components of the Code of Conduct

Loyalty and confidentiality and civic duty

The actions of contracted parties in the frame of the collaboration with HELVETAS must be consistent with the goals, the values and principles of HELVETAS as expressed in its mission statement and organisational strategy. Contracted parties are expected to regularly reflect upon own actions and behaviour and those of subcontractors.

Contracted parties, their employees and subcontractors commit to abide by the national laws, as citizen or resident of a specific country or as a short-term visitor.

¹ Organisational Strategy HELVETAS Swiss intercooperation

Use of competences, means and assets	Contracted parties, their employees and subcontractors contribute with their competences and capacities to the objectives of the collaboration. They commit to make use of available means and assets effectively and efficiently, according to legal stipulations, internal regulations, contractual agreements and in conformity with project goals.
Culturally sensitive behaviour	Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behaviour and statements. Contracted parties, their employees and subcontractors must respect local norms and conventions in contacts with authorities, partners and local people. They must respect the customs and culture of the country of cooperation in appearance and manner of dress, behaviour and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behaviour, insulting or accusing statements, or spreading rumours.
Inter-personal relations and professional conduct	Contracted parties, their employees and subcontractors must have respectful, fair and equitable relations with all persons irrespective of their age, origin, language, religion, culture, social position, physical ability or sexual orientation. They are aware of their privileged and often powerful status vis-à-vis other actors and must refrain from abusing any hierarchical, material, or social position in any way. They never request any service or favour from primary stakeholders or other persons of concern in return for support or protection. They never engage in any exploitative relationships – sexual, emotional, financial or employment-related – with primary stakeholders or other persons of concern. They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.
Protection of children and youth	Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child. ²
Mobbing and sexual harassment	Contracted parties, their employees and subcontractors abstain from mobbing ³ , sexual or sexist harassment ⁴ of colleagues, partners or any other person.
Conflict of Interest and duty of disclosure	Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organisational or personal interests. Therefore, they must make own interests transparent and avoid any behaviour which could be perceived as biased in favour own interests.
Fraud and corruption and accepting gifts or other benefits	Contracted parties, their employees and subcontractors are must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material and intellectual assets to which they have access in relation with the HELVETAS mandate for personal gains or for third parties.

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

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

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

They do not accept gifts, invitations or other favours that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement. Contracted parties must inform HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.

Safety, Security & Health

Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation.

Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.

Environmental and Social Safeguarding

Contracted parties, their employees and subcontractors are expected to wherever possible support a precautionary approach to environmental matters and undertake efforts to safeguard natural resources.

Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability.

Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.

Public appearances and use of non-public information

Contracted parties handle all information received in relation with the contract with the necessary discretion, never using it to the detriment of HELVETAS or beneficiaries including after termination of the contract.

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

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

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

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

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

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

Consequences of a violation of this Code of Conduct

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



Final Remarks

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

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

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

Read and agreed

Name of the contracted party:

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

Place and date

Signature:



Section -4: Terms of References (ToR)

TERMS OF REFERENCE (ToR)

Skills Training for Masons on Earthquake Resilient House Construction Technology in the Jajarkot and Rukum West Districts of Karnali Province

Background

The recent earthquake of 3rd November 2023, in Western part of Nepal has highlighted the urgent need for equipping local communities with the knowledge and skills required for constructing earthquake-resilient houses. This training initiative aims to empower masons in Jajarkot and Rukum West with the necessary expertise to contribute to the construction of safer and more resilient housing. This program foresees the combination of skills training for masons and reconstruction activities in the project area, thus a need of local masons equipped with Earth Quake resilient construction technology in the area.

Objective

SRP/Helvetas Nepal in financial support of SDC intends to procure services of Technical and Education Service Provider -T&E to support its objective of providing training to of local masons on EQ resilient construction technology. The project aims to train 500 masons selected from those including the DAGS and women of the project area, with practical skills and increase awareness within the community about the importance of EQ resilient building practices. The project area is defined from the most affected municipalities of the Jajarkot and Rukum west and as stipulated in the project document of Skills and Reconstruction Project in west Nepal. The masons from disadvantaged group within the project area will be prioritized after coordinating with Province government of Karnali and collaborating with the concerned Local Government (LGs) for the selection process. The effective implementation of the project will also enhance the livelihood of the masons by skill development for different employment and income opportunities engaging in the construction sector of the area.

Scope of Work

TP are to assume all tasks and responsibilities solicited for the skills training in the assigned municipalities. TPs are to follow the instructions and guidelines given by the SRP/Helvetas. The scope of work shall include following, but not necessarily be limited to the following:

- T&E Should have training manual (endorsed by GON authority) based on the CTEVT curriculum for a comprehensive 50-day masons training that covers both theoretical and practical aspects of earthquake-resilient construction. The theoretical framework should cover 20% and practical training should cover 80% of the training timeframe and subject to the Level I certification.
- T&E shall have certified trainers as per the requirement specified in this document and the team must be equipped with the necessary tools and arrangements to conduct training including 2 batch practical session of real house construction per training assignment (Refer to minimum tools listed in CTEVT Curriculum).
- T&E shall verify the trainees list against the agreed selection criteria and approved by the Steering Committee. For any deviation TP shall coordinate with the concern LGs and SRP/Helvetas to confirm the trainees list before enrolling in the training.
- Organize training sessions in collaboration with LGs and SRP/Helvetas team. The training should be conducted as per the National standard following GoN approved EQ resilient Technology, curriculum, and manual for mason training in consultation with Project Team.
- Provide hands-on training sessions to masons for practical application of learned techniques. As a part of practical session of the training, construction of houses owned by discriminated

group and affected by the EQ of November 3rd, 2023, will be done. Two houses will be constructed per training assignment.

- T&E shall select a drawing of the house in consultation of LGs, house owner and project team. TP shall prepare quantity estimate, including local and foreign materials required for house construction and submit to the concern LGs and Project Team.
- T&E shall ensure that all resources required for the training are available at the training site before commencement of the training.
- T&E shall evaluate the effectiveness of the training through assessments and feedback.
- T&E shall check the quality of construction materials required for the training and construction of house so that all materials confirm to standard, specification, and general engineering practices.
- T&E shall ensure the quality of construction works.
- Monitoring Information System (PMIS) is software for progress reporting and database of trainees, T&E shall update the MIS as instructed by the project team.
- T&E shall report the progress of training to SRP/Helvetas, concerning LGs in the prescribed form on a regular basis and given time frame.
- T&E shall prepare the training report and submit to SRP/Helvetas Nepal incorporating all the activities of the training sessions, achievements, feedback from participants and the expected improvements with suggested appropriate future strategies in completion of each training assignment including 3 hard copy and digital copy.
- T&E shall be responsible for pre-training assessment, during the training and post training assessment. Certification of Trainees in completion of Training and arrange skill test conducted by NSTB at the appropriate location.

Expected outputs & Deliverables.

The expected outputs & deliverables from each assignment (class) are as follows:

SN	Deliverable/Outputs	Place	Estimated days to complete	Reviewed & approved by	Remarks
1	Mobilization of trainers including required tools & equipment	as confirmed by SRP/Helvetas Nepal	7 (seven)	SRP/Helvetas Nepal	as per approved list
2	Conduct of theory class/training of EQ resilient mason skills as per approved curriculum	as confirmed by SRP/Helvetas Nepal	50 days	SRP/Helvetas Nepal	as per approved curriculum
3	Conduct of practical class/training of EQ resilient mason	at construction field			
4	Coordinate for skill test with concerned authority (NSTB)	Nearest possible location from training venue		NTSB	



Institutional arrangement

The consultant will work under the overall supervision of the SRP/Helvetas Nepal team leader or designated staff. The client will be responsible for obtaining permission from the concerned authority of site, local resources or any legal bindings and obligations.

Duration of assignment

The expected duration of assignment is 320hrs (50 days) for conducting training and required time for other relevant administrative management. The agreement period covers.....to complete all given assignments. (need consult)

Duty station of assignment and Hygiene

- a. The training shall be conducted in the given location of EQ affected area/districts of the Karnali Province in western Nepal. SRP/ Helvetas will provide detailed information of the location at least one week prior to the start date of training. TP shall complete all required arrangements to start the training on given date. Coordination with LGs, project team and local partner (if applicable) is the responsibility of the TP.
- b. The training provider shall construct temporary toilets at each site.
- c. The training provider shall maintain the other hygiene like food, drinking water etc as per standard.

Required qualification and experience.

The required qualification and experience of the consultant is as follows:


Consulting firms' experience:

- The firm should have a minimum of 7 years' professional experience in conducting occupational training management.
- The firm who has already completed similar training with the support of Helvetas Nepal, will be an advantage in past 5 years.
- The firm should have required office set up and have enough office staff to support or implement the given training assignments (Team leader, technical staff, Finance, support staff and facilities and supplies to operate the office).
- The firm should have at least 3 years of experience in conducting the same training (EQ resilient Mason training) with a minimum duration of 320hrs.

Key experts (trainer) qualifications and experience:

- Trainers should have a minimum qualification of diploma in civil engineering or equivalent.
- Have ToT from recognized institutions in general training organization.
- A minimum of 3 years' professional experience of conducting similar training.

Approval of the ToR

Signature 
Country Director, Helvetas Nepal

Date of approval



Section-5: Technical Proposal Form (TPF)

Please follow the below structure and answer all questions (Recommended font and size: Arial, 11 pt)

TPF-1: Occupation proposal form

i. General Information (Information of your organization including organogram – Maximum 2 pages)

Name of the Institution:

Registration No.:

Registration Date:

Authorized representative of the institution and contact details:

Email:

Contact no.

Proposed Training Information

S.N.	Proposed Occupation/s	Proposed Number of trainees	
		trainees	Remarks
1.	EQ resilient mason training		

Above proposals must be reflected in financial proposal

Board of Directors of organization (please fill below table):

SN	Name	Designation	Contact no.	Responsibilities

Add rows if necessary. Do not change or format the table.

Organogram of the organization (include position & names):



TPF-2: Response to Methodology & Understanding of ToR

1. Description of methodology and workplan in response to terms of reference (Max. 4 pages)

a. **Technical Approach and Methodology:** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the ToR in here.

b. **Skill test linkage:** Please explain your strategy for coordination and linkage of skill test with concerned authorities such CTEVT, NSTB etc.

c. **Opportunity, Challenges and Risks:** Where do you see opportunities, challenges and potential risks in this assignment and how do you plan to deal with them?

e



TPF-3: Work plan proposal form

Work Plan: Please outline the plan for the implementation of the main activities/tasks of the assignment, targets to be achieved per month, and tentative delivery dates of the reports in the below table. The proposed work plan should be linked with TPF-1, showing your understanding of the ToR and ability to translate them into a feasible working plan.

SN	Activities	M1	M2	M3	M4	M5	M6

**Add rows and columns according as per need.*

TPF-4: Consultant's general and specific (relevant/similar) experience proposal form

A. General Experience: Experience in mason training: (Maximum 1 page – table included)

List out related experiences of all years (recent first)

SN	Occupation	Year	Duration of Course (hours /month)	Curriculum used (CTEVT or other)	Total trainees per class	Remarks
1						
2						
3						
4						
5						
6						
7						

**Add rows and column if necessary. Do not change or format the table.*

Consultant should submit the copies of contract or experience certification for above details.

B. Experience in EQ resilient mason training: (Maximum 1 page – table included)

List out related experiences of recent seven years (recent first)

SN	Occupation	Year	Duration of Course (hours /month)	Curriculum used (CTEVT or other)	Total trainees per class	Remarks
1	EQ resilient mason					
2	EQ resilient mason					
3	EQ resilient mason					
4	EQ resilient mason					
5	EQ resilient mason					
6	EQ resilient mason					
7	EQ resilient mason					

**Add rows if necessary. Do not change or format the table.*

Consultant should submit the copies of contract or experience certification for above details.

C. Financial capacity proposal form (recent first)

SN	Fiscal year	Turnover (Total business income)	Remarks
1	2079/80		
2	2078/79		
3	2077/78		
Average Turnover (1+2+3)/3			

The average turnover must be NRs. 17 million or above.



TPF-5: Key Expert proposal form

Details of proposed trainers (List out the maximum number of trainers who available for immediate start the training)

SN	Name of the trainer	Academic qualification	ToT certification	Work Experience in EQ resilient mason training only (yrs)	Work experience in overall (yrs)	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
12						
13						
14						

Can be used for additional trainers listing. There will be 1/2 trainer for 1 session/class of theory and 2-trainers for practical session/class or in field (1:10 ratio). (add rows as needed)



Format of CV to be included as follows:

Description of the key experts (instructors and training coordinator) to be mobilized for the mandate (Note: The CV of personnel should have annexes with relevant training certificates and work experience letters.)

Curriculum Vitae (CV) for Proposed Personnel (Human Resource)

Strictly use this structure to present the CV of the proposed experts (CVs are to be placed as annexes to the technical proposal). MAXIMUM LENGTH = 3 pages.

Please be selective in the information provided and highlight the information and experiences that are particularly relevant for the assignment. Avoid copy-pasting former job descriptions.

1. **Proposed Position of the key expert:** _____
2. **Name of Expert** [*Insert full name*]: _____
3. **Contact address:** _____ **Mobile (mandatory):** _____
4. **Date of Birth:** _____ **Citizenship:** _____ **Gender:** _____
5. **Education/Academic Qualification** [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. **Relevant Trainings** [*Indicate relevant training received. Indicate the name of the institute, name of the training, certification obtained and the dates of obtainment*]:

7. **Relevant Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ to [Year]: _____
Employer: _____
Positions held: _____
Tasks Assigned: _____

8. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and my experience. I have attached/supported my CV with the relevant certificates copy.
- (ii) I am committed to undertaking the assignment within the validity of proposal.
- (iii) I have not submitted my CV to other bidders except for this organization.
- (iv) I am not a current employee or part of team representing client and funding agency of this proposal for writing ToR.
- (v) I declare that I am legally fit for the purpose of this proposal.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert] Date: _____
Day/Month/Year



TFP -6: Resources (Tools & Equipment) proposal form

List of tools and safety gears for individual trainee

S.N	Item	Specification
A.	Tools List	
1	Measuring Tape - 5mtr Tape	5mtr long
2	Brick Hammer with handle	300 to 350mg weight, 12" long handle
3	Brick Trowel	to align brick; to spray the mixed sand and cement.
4	Brick knife/axe	to cut the bricks into pieces
5	Plumb bob with thread	200Gm, 2m long thread
6	Dressing Chisel (cold chisel)	3/4" X 8" Long
7	Mason's Square (Batam)	600mm x 900mm
8	Line pins	line rope and pins
9	Sprit level	100mm with one vertical and two bubbles/level
10	Club Hammer	1.5 to 2kg weight; 60-100mm width.
11	1"X 12" Chisel	12" Long
12	Pointing Trowel	24" Long, stainless steel
13	Finishing Trowel	to use for plaster and plaining the surface
14	Shovel	small type with steel handle, use to mix the aggregates
15	Pipe level	10-13mm dia; 3m long clear white or transparent
16	Iron Pan	GI sheet with round edge 1.2 kg
17	Wire brush	Stainless Steel Wire Brush; 14" Long wooden handle
18	Raincoat	plastic wearable
B.	Safety gears	
1	Helmet	Yellow Color
2	Goggles	Clear
3	Aprone	industry standard
4	Gloves	Rubber yellow gloves for plaster and Leather mason gloves
5	Gum boot with steel toe	Waterproof



Section-6: Financial Proposal Form (FPF)

A. Details of Training Management Institution:

- 1.1 Name of the Institution:
- 1.2 Address:
- 1.3 Name of the representative of the institution and contact number:

FPF-1: Summary of Financial proposal

(Please provide the summary of the budget for the proposed occupations in line with the above detailed budget table in the format below).

SN	Your Proposed Target number*	Cost per trainee in figure (excl. VAT)	Cost per trainee in words	Total Cost in figure (excl. VAT)	Total Cost in words

(Add rows as required) *The target number should be divisible by 20 as it is the class size.



FPF-2: Detail break-down of Financial Proposal:

SN	Description	Cost per participant (NRs.)	
		in figure	in words
1	Training Cost		
1.1	Trainer ¹ (Resource person) remuneration		
1.2	Trainer ¹ (Resource person) remuneration		
1.3	Mason Tools (as per list)		
1.4	Consumable training materials (hands out, stationary, occupational training materials for practical sessions etc. – lump sum)		
2	Management Cost		
3	Stipend		no need to quote fixed by client
4	Skill test cost		no need to quote, can be reimburse as per actual as and when occur.
	Cost per participant (exclusive of VAT)		
	VAT		
	Cost per participant (inclusive of VAT)		

1. Proposed remuneration of instructors must be paid to concerned as per financial proposal. 2. Other costs mentioned above will be as per actual prior confirmed by client.



Section-7: Format of Contract Agreement

(a) Contract Agreement

Format of Contract Agreement

(Name of Consultant)
(Herein after referred as CONSULTANT)
(Address.....)
Telephone: XXXX
Email: XXXX

And

Skills and Reconstruction Project (SRP)/Helvetas Nepal
(Herein after referred as Client)
GPO Box 688, Bakhundole, Lalitpur, Nepal
Telephone: 977 1 5424925/26
Email: procurement.np@helvetas.org

Contract ID: XXXXXXXX
Contract period: XXXXXXXX

For the implementation of EQ resilient mason training in Karnali Province



(Date:XXXXXX)



A. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on (Date.....) between SRP/Helvetas Nepal (hereinafter called the "Client") and (Consultant name)..... (hereinafter called the "CONSULTANT – Training Management Institute") for the implementation of training. **The total contract amount is NPR XXXXX (In words, XXXXXXXX only) excluding reimbursable cost and VAT.**

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.

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) General Conditions of Contract (GCC)
 - (b) Special Conditions of Contract (SCC)
 - (c) Payment Schedule
 - (d) Annexes:
 - Annex A: Terms of Reference
 - Annex B: Breakdown of Contract Price
 - Annex C: Performance Guarantee
 - Annex D: Minutes of Negotiation Meetings
 - Annex E: Code of conduct (CoC) for contracted parties
 - Annex F: Other correspondence (Commitment/ contractual letters etc.)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract and Annexes.


Any reference to this Contract shall include, where the context permits, a reference to its annexes.

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 WHEREOF, the Parties hereto 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 SRP/Helvetas Nepal
Country Director or Team Leader _____
[Authorized Representative of the Client]

For and on behalf of (Name of Consultant), (Name and Designation) _____
[Authorized Representative of the CONSULTANT]



1(a). General Conditions of Contract (GCC)

A. GENERAL PROVISIONS

1. Definitions

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

- (a) "Applicable Guidelines" means the policies of the Development Partner (DP), Funding Agency and Helvetas Nepal. This project is supported by SDC.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (c) "Client" means procuring entity or individual specified in **SCC** that signs the Contract for the Services with the Selected Consultant.
- (d) "Consultant" means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in contract (listing-1).
- (f) "Day" means a working day unless indicated otherwise.
- (g) "Ky-Expert" means a resource person, trainer, individual professional proposed by consultant and approved by client based on technical evaluation.
- (h) "Foreign Currency" means any currency other than the currency of the Client's country.
- (i) "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 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.
- (j) "Party" means the Client or the Consultant who signs the contract and "Parties" means both.
- (k) "Services" means the work/assignment to be performed by the Consultant pursuant to ToR.

2. Language

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.

3. Communications

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 (2). Any verbal communication shall not be legally bound to this contract.

- | | |
|---------------------------------------|---|
| 4. Authorized Representatives | 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 . |
| 5. Workforce Diversity | The consultant abides by the workforce diversity as specified in the SCC . |
| 6. Safety and Security Matters | The consultant must follow the occupational safety and health standard as well as construction safety matters.
The client will update the safety and security related matters and the consultant will have to abide by such instruction for safeguarding of all type assets and resources including human resources. |

B. COMMENCEMENT, MODIFICATION/AMENDMENT, PREMATURE TERMINATION AND COMPLETION

- | | |
|---|--|
| 7. Commencement of the contract | 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. The consultant confirms the technical proposal that all the resources available for the commencement and to be approved by client. |
| 8. Modification, time extension or amendment | No modification is allowed without the consent of the client in writing especially significant resources specified in the SCC .
Time extension of the contract may be allowed in case of project duration and other |
| 9. Premature Termination | If the consultant can start the assignment as per this contract.
If the parties breach the local law and punished by any of three spheres of government.
If the consultant is involved in corrupt practices and declared by such authority.
If the performance of the consultant is poor or below average. |
| 10. Completion | The consultant reports the successful completion of the assignment and approved by client. |
| 11. Termination of the contract | Upon expiry of the contract duration
By exchanging letters in advance from the parties before the days mentioned in SCC . |
| 12. Force Majeure | "Force Majeure" means an event which is beyond the reasonable control of a Party, not foreseeable, 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, restriction by the government. |
| 13. Ownership | All kinds of fixed assets such vehicle, furniture, office equipment, inventory having life more than one year, per unit cost is more ten thousand rupees purchased by consultant or provided by the client shall be the sole property of client. The consultant shall return to client unless there is specified in the SCC . |

C. OBLIGATIONS OF THE CONSULTANT

- 14. Standard of Performance**
- (a) 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 always support and safeguard the Client's legitimate interests in any dealings with the third parties.
 - (b) The Consultant shall employ and provide such qualified and experienced experts to carry out the Services as approved by client.
 - (c) The Consultant may subcontract part of the Services as specified in the **SCC** to extent of approved by client.
 - (e) The consultant shall be responsible to report to the Client any contractual issues in writing which contributes for improvement and timely completion.
- 15. Conflict of Interests**
- The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Helvetas anticorruption policy should apply and fully comply.
- 16. Confidentiality**
- The Consultants, their partners, and the experts shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's knowledge product, visibilities, business operations without the prior written consent of the Client.
- 17. Insurance**
- The Consultant shall be responsible to insure for any other liability except borne by client specified in **SCC**.
- 18. Reporting**
- The Consultant shall submit to the Client the reports and documents specified in **ToR**, in the form, in the numbers and within the time periods specified therein.
- 19. Transportation and logistics**
- All types of logistics including transportation should be consultant's responsibility.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 20. Description of Key Experts**
- The title agreed job description, minimum qualification, and time-input estimates to carry out the Services of each of the Key Experts are specified in **SCC**.

E. OBLIGATIONS OF THE CLIENT

- 21. Administrative and statutory matter**
- 33.1 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) Facilitate site preparation and other administrative issues required to start the assignment.
- (c) Coordinate with local authorities and funding agency required to perform the services.
- (e) Timely approval of any kind of contractual modification, amendments in a professional way.
- (g) Provide any such other assistance as may be specified in the **SCC**.

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

If, after the date of this Contract, there is any change in the applicable law in the country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant. The client shall be obliged to manage such payment to consultant in accordance with the new or changed law.

23. Counterpart Personnel

The Client shall make available to the Consultant free of charge such professional support and counterpart personnel as agreed in this contract.

24. Payment Obligation

In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in ToR.

F. PAYMENTS TO THE CONSULTANT

25. Contract Price

The Contract price is fixed and is set forth in the **SCC**.

26. Taxes and Duties

The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract as prevailing rule of concerned authorities/governments.

27. Currency of Payment

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

28. Mode of Payment

The total payments under this Contract shall not exceed the Contract price set forth in the contract.

The payments under this Contract shall be made in lump-sum installments against deliverables specified. The payments will be made according to the payment schedule stated in the **SCC**.

Advance payment: Unless otherwise indicated in the **SCC**, there will be no advance payment. can be made an advance against 100% advance payment bank guarantee acceptable to the Client. Such a bank guarantee should be valid for 15 days after assignment completion date.

Payment installment. The Client shall pay the Consultant as specified in the **SCC**.



The Final Payment: The final payment under this contract shall be made only after the final report submitted by the Consultant and approved by the Client.

All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

29. Retention

The Client shall retain from each payment due to the Consultant the proportion **stated in the SCC** until completion of the whole of the assignment as specified in ToR. Client shall release such payment after successful settlement of applicable purpose.

30. Liquidated Damages

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 Performance Guarantee. Beyond this limit the contract will be terminated by the Client. The Client will not entertain such consultant in the future procurement floated by client.

H. SETTLEMENT OF DISPUTES

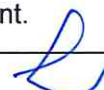
31. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.



1(b). Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A -1. (c)	Client: SRP/Helvetas Nepal, Bakhundole, Lalitpur
A -4.	The Authorized Representatives are: For the Client: Mr. Dinesh Prasad Pandey, Team Leader For the Consultant: [name, title]_____
A-5.	Workforce Diversity: Not mandatory for composition of team of trainers proposed by consultant
B-7.	Commencement of Services: The number of days shall be: 7 days from contract signing. Confirmation of experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each expert.
B-8.	Time extension: The request should be made before 15 days of the contract expiry by the consultant and client will provide decision before 7 days of the contract expiry.
B-11.	Termination of contract: 30 days prior notice by each party to other party who wants to terminate the contract.
B-11.	Expiration of Contract: The time period shall be _____ [insert time period for the Services, e.g.: twelve months].
B-13.	Ownership: to be listed out as annex.
B-14.	Sub-contracting: Not allowed
B-17	Insurance: The consultant is responsible to cover insurance according to prevailing labor act of Nepal Government for the follows: (a) All the experts and professionals mobilized to site representing the consultant's behalf. (b) All the equipment and materials on site are owned by consultant. (c) Any applicable insurance for other resources owned by a consultant. The Client is responsible to cover insurance according to prevailing labor act of Nepal Government for the follows: (a) All the staff mobilized to site representing the client. (b) All the equipment and materials on site are owned by the client.



	(c) Any other applicable insurance for other resources belongs to client.
D-20.	Description of key experts: to be filled upon confirmation
F-25.	The total contract price: to be filled upon confirmation
F-27.	Primary currency of transaction : NPR
F-28.	<p>Mode of Payment:</p> <ol style="list-style-type: none"> 1. 1st Installment: 15% upon completion of foundation and completion of equivalent training hours as per training manual. 2. 2nd Installment: 25% upon submission of sill level house construction and completion of equivalent training hours as per training manual. 3. 3rd Installment: 40% upon completion of roofing level of the house construction and completion of equivalent training hours as per training manual. 4. 4th Installment: 15% upon completion of the house construction and handover. 5. 5th Installment: 5% upon skill test completion, certificate distribution and closing of training session.
F-29.	Retention: Not applicable
F-30.	Liquidated damages: maximum of 10% of the total contract price at rate 0.05% per day for delayed assignment due to negligence of the consultant.

e



Section-8: Forms and formats templates

(in organization's letter head)

A. Authorization letter to represent the company for this RFP

I, the undersigned, in my capacity of (position in Firm for e.g. Executive Director)
..... of (Firm's/organization's name)
authorize Mr/Ms (name of the authorized person) working in the
capacity of (position of the authorized person) to represent the
company for this RfP. S/he will be the focal person of communication and responsible for program
implementation. Timely communication will be made to the client if the authorized person is
changed.

Yours faithfully,

Signature

Name:

Designation:

Contact no.:

Seal:

Signature of the authorized person

Name:

Designation: Email:

Contact no.:

**In case the owner is the authorized person, s/he will authorize her/himself.*



(in organization's letter head)

B. Letter of self-declaration by board members of non-involvement in proven corruption cases in the last 10 years and neutrality from the political parties/affiliation

I, the undersigned, in my capacity of (position in Firm for e.g. Executive Director)
..... (Firm's/organization's name)
declare that our Firm has not been convicted of any offence concerning its professional conduct nor has been the subject of any judgment which has the force of judicata for fraud, corruption, involvement in a criminal activity, money laundering or any other illegal activity. The directors/firm does not have any affiliation with the political parties and are neutral.

..... (Firm's/Organization's name) has always fulfilled obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country where it has so far performed.
(Firm's name) has never been a subject to any administrative penalty by any of its client.

In principle, (Firm's/Organization's name) does not accept to be involved in corruption, any form of irregularities and neutral from the political parties/affiliations. Our approach is to always prevent corruption by appropriate means and keep vigilant of any form of irregularities and misconduct.

With full confidence in our strictly pursued policy of non-involvement in any form of corruption and irregularity, I hereby solemnly confirm that we are absolutely immune of involvement in any proven corruption case and there has been no change in our situation during the last 10 years.

Yours faithfully,

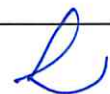
Signature

Name:

Designation:

Firm's name:

Seal:



C. Performance Security

Bank's letter head

Date: [insert date]

Beneficiary: **SRP/Helvetas Nepal**
Dhobighat-3, Lalitpur

Date:

Performance Guarantee No.:

We have been informed that name of the consultant.
(hereinafter called "the Consultant") has entered into Contract No. reference
number of the contract. dated with you, for the
execution of name of contract and brief description of goods
and related services. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance
guarantee is required.

At the request of the consultant, we name of the
bank. hereby irrevocably undertake to pay you any sum
or sums not exceeding in total an amount of name of the currency and
amount in words (.
amount in figures) such sum being payable in the types and
proportions of currencies in which the Contract Price is payable, upon receipt by us of your first
demand in writing accompanied by a written statement stating that the consultant is in breach of
its obligation(s) under the Contract, without your needing to prove or to show grounds for your
demand or the sum specified therein.

This guarantee shall expire, no later than the day of ,
and any demand for payment under it must be received by us at this office on or before that date.

.....
Signature(s) and seal of bank (where appropriate)

