



REQUEST FOR PROPOSAL (RFP)

FOR

**"DESIGN, DEVELOPMENT, AND PRODUCTION OF INSTRUCTOR'S MANUAL AND
TRAINEE'S WORKBOOK"**

Of

- I) Professional Carpenter
- II) Professional Aluminum Fabricator
- III) Professional Computer Hardware Technician
- IV) Professional LCD/LED TV Repairer
- V) Professional Telecom Technician
- VI) Professional Vehicle Body Repairer
- VII) Professional Wood Carver

(ENSSURE/CS/NCB/01-081/82)

Issued by

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)

Project Support Unit, CTEVT Complex

Sanothimi, Bhaktapur

July 2024



NOTICE OF REQUEST FOR PROPOSAL (RFP)

for

"DESIGN, DEVELOPMENT, AND PRODUCTION OF INSTRUCTOR'S MANUAL AND
TRAINEE'S WORKBOOK

(Date of first publication: 19 July 2024)

ENSSURE, a bilateral initiative of the Governments of Nepal and Switzerland, supports Nepalese youths, women, and men, to gain social and economic benefits from a federalized TVET system. To the end, the project has been supporting 3 spheres of government to deliver TVET functions as per their constitutional mandate. The project is being implemented by the Council for Technical Education and Vocational Training (CTEVT) at the federal level, by the Ministry of Social Development at the provincial level, and by municipalities within these provinces at the local level with technical support from Helvetas Nepal.

This Request for Proposals (RFP) has been addressed to all the eligible consulting firms. Interested and qualified consulting firms can *download* documents from <https://notice.helvetasnepal.org> without any fees.

A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP. A pre-bid meeting will be organized at ENSSURE PSU, CTEVT Complex Bhaktapur at 11 AM on 30 July 2024.

Sealed proposals must be submitted by hand(**hardcopy**) at ENSSURE/HELNETAS Nepal, PSU CTEVT Complex, Bhaktapur, Room no. 214 on or before 2 PM on 5 August 2024. Proposals received after this deadline will not be accepted.

ENSSURE/HELNETAS Nepal reserves the right to accept or reject wholly or partly or all proposals without assigning any reasons whatsoever.

ENSSURE/HELNETAS Nepal, Project Support Unit (PSU), CTEVT Complex, Bhaktapur Nepal

Telephone No.: 01-6636073, 01-6636191, E-mail Address: enssure.np@helvetas.org

Section I: Letter of Invitation

Dear Eligible Consultants,

1. ENSSURE/Helvetas Nepal is referred as “**Client**” hereafter in the Request for Proposal (RFP).
2. The Client invites proposals to provide the following consulting services (hereinafter called “Services”): “**Design, Development and production of Instructor’s manual and trainee’s workbook.**” More details on the Services are provided in the Terms of Reference (TOR).
3. The consultant shall be selected and engaged based on the required experience and qualifications specified in the TOR and the consultant's Financial Proposal which is described in the RFP.
4. The RFP includes the following documents:
 - Section I - Letter of Invitation
 - Section II - Instructions to Consultants and Data Sheet
 - Section III- Helvetas Anticorruption Policy
 - Section IV -Technical Proposal - Standard Forms
 - Section V - Financial Proposal - Standard Forms
 - Section VI -Terms of Reference
 - Section VII- Standard Forms of Contract
 - Section VIII- General Conditions of Contract
5. Your proposal must remain valid for **45** days effective from the date of the proposal opening date.
6. The sealed envelopes containing the technical and financial proposals shall be placed into one outer envelope and sealed. The outer envelope shall bear the submission address, RFP reference number, the name of the assignment, consultant’s name, and address. **The deadline for submission by 2 PM, on 5 August 2024.**

Yours sincerely,

Team Leader
ENSSURE/Helvetas Nepal

Section II: Instructions to Consultants (ITC) and Data Sheet

A. Instructions to Consultants (ITC)

1	Applicable policy of this procurement	a.	Procurement policy of Helvetas Nepal and bilateral agreement between the Government of Nepal and Donor agency.
2	Conflict of Interest	a.	<p>The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest 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. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of the Contract.</p>
2.1	JV proposal	a.	A Joint Venture (JV) proposal may be applicable as described in the Data Sheet .
3	Eligibility of consultant	a.	<p>Legal aspect</p> <ul style="list-style-type: none"> • Registered as per the prevailing rule of the Government of Nepal • Not blacklisted by Helvetas Nepal and the Government of Nepal • Details are referred to Data Sheet
4	Evaluation criteria	a.	<p>Eligibility criteria: as mentioned above (3) and in Data Sheet</p> <p>Evaluation criteria: mentioned in the Data Sheet</p>
5.	Clarification on RFP	a.	The consultant can contact the address mentioned in Data Sheet for clarification on clauses of the RFP
6.	Proposal evaluation method	a.	The consultant selection method for this assignment shall be mentioned in the Data Sheet .
		b.	The weightage of Technical and Financial proposals shall be mentioned in Data sheet .

7.	Preparation of proposal	a.	The proposals (technical and financial) should be prepared as per Data sheet .
		b.	The consultant must attach the legal documents as mentioned in the Data Sheet (4. eligibility criteria).
		c.	Proposals (Technical and financial) comprise the documents mentioned in the Data Sheet .
		d.	Validity of proposal: all the proposals are valid for the period as mentioned in the Data sheet .
8.	Submission of proposal	a.	The interested and eligible consultant shall send the proposal in the address mentioned in Data Sheet .
		b.	The method (means of submission) shall be in accordance with the Data Sheet .
8.1	Proposal Opening	a	The proposal opening in the address of mentioned in the Data Sheet .
9.	Taxes	a.	All applicable taxes within the territory of Nepal are the consultant's liability.
		b.	TDS shall be deducted on each payment as per the prevailing rule of the Government of Nepal
10.	Confidentiality	a.	The consultant shall not disclose the information/data and any matter belonging to the client without the approval of the client.
11.	Insurance	a.	The consultant shall ensure the applicable insurance of manpower used in the service delivery in accordance with the prevailing rule of the Government of Nepal. In the case of failure to ensure of applicable insurance, the consultant shall be liable and responsible for indemnifying all kinds of losses related to this.
12.	Experts' inputs	a.	The estimated Key Experts' time input (expressed in person-month) is in the Data Sheet . This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same

B. Data Sheet (DS)

A. General	
ITC clause reference	
ITB 2.1	JV proposal: Not applicable for this contract.
ITB 3	<p>Eligibility Criteria: Mandatory legal documents required to submit by the consultant are as follows:</p> <ul style="list-style-type: none"> • A copy of the Firm/Company registration certificate with updated renewal • A copy of PAN/VAT registration certificate • A copy of the Tax clearance certificate of the last FY 2079/080 and tax submission or tax clearance certificate of FY 2080/081. • Self-Declaration (Regarding not being blacklisted, not disqualified not ineligible to participate in the contract and has not been punished for the business offense).
ITB 4	<p>Evaluation criteria:</p> <ul style="list-style-type: none"> • General and Specific experience of consulting Firm: 20 Points (Specific/relevant experience of consulting firm in last 5 fiscal years) • Understanding of assignment and Proposed Methodology: 20 Points (Understanding of objectives of task, comments, and suggestions on TOR and expected output/outcomes of the assigned task. Description of methodology and work plan covering design, and development with Innovation ideas related to the assignment and functional briefing). • Competency of proposed Key Experts:60 Points (Academic qualification, Specific number of experience in relevant/specific area, relevant training and engagement in similar fields)

	<p>Pass marks of Technical Proposal: The consultant must score is 70 points out of a total of 100 points/marks allocated on the technical proposal.</p>
ITB 5	<p>Clarifications may be requested by 11 AM on 30 July 2024. The contact information for requesting clarifications is email: enssure.np@helvetas.org</p> <p>Clarification of all queries shall be published on https://notice.helvetasnepal.org by 5 PM on 30 July 2024.</p>
ITB 6	<p>Proposal evaluation method: Quality and Cost Based Selection (QCBS)</p> <p>The weightage of the technical proposal is 80% and the financial proposal is 20%.</p>
ITB 7	<p>Preparation of proposal: <i>A complete set of technical and financial proposals along with a detailed working methodology, and work plan responding to the TOR and RFP. Legal documents, eligibility documents and proven experience certificates must be enclosed along with the proposal. Any financial information(proposal)/disclosed in the technical proposal will be rejected.</i></p>
ITB 7 (c)	<p>The Proposal shall comprise the following:</p> <p>1st Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal. (2) TECH-1 Technical proposal submission form (3) TECH-2 Firm’s organization information (4) TECH-3 Firm’s General Experience (5) TECH-4 Firm’s Specific Experience (6) TECH-5 Composition of Key Experts (7) TECH-6 Time schedule of key experts’ engagement. (8) TECH-7 Activity of work plan to complete this task. <p>2nd Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 Financial proposal form (2) FIN-2 Summary of Cost (3) FIN-3 Detail breakdown of Cost.

	(An integrated set of proposals comprising above 7 and 7(c) documents and other requirements as per TOR and RFP)
ITB 7(d)	Proposals must remain valid for 45 calendar days with effective from the technical proposal opening date.
ITB 8	<p>Submission of proposal: Interested consulting firms must drop a complete set of proposals in hard copies by hand at the given address. Any proposal received after that given timeline and date will be rejected.</p> <p>Method of submission: by hand</p> <p>Date and Time: 2 PM, 5 August 2024.</p> <p>Address for submission: ENSSURE/Helvetas Nepal PSU CTEVT Complex, Bhaktapur Room Number: 214 Telephone No: 01-6636073, 01-6636191</p>
ITB 8.1	<p>The submitted proposals will open on 3 PM, 5 August 2024 at</p> <p>ENSSURE/Helvetas Nepal PSU CTEVT Complex, Bhaktapur Room Number: 214 Telephone No: 01-6636073, 01-6636191</p>
ITB 12	The indicative input of experts is 275 person -day.

Section III: Helvetas Anticorruption 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.

¹ *Organisational Strategy HELVETAS Swiss intercooperation*

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.

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

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

Mobbing and sexual harassment

Contracted parties, their employees and subcontractors abstain from mobbing³, sexual or sexist harassment⁴ of colleagues, partners or any other person.

Conflict of Interest and duty of disclosure

Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organisational or personal interests. Therefore, they must make own interests transparent and avoid any behaviour which could be perceived as biased in favour own interests.

Fraud and corruption and accepting gifts or other benefits

Contracted parties, their employees and subcontractors are must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material and intellectual assets to which they have access in relation with the HELVETAS mandate for personal gains or for third parties.

They do not accept gifts, invitations or other favours that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement.

Contracted parties must inform HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.

Safety, Security & Health

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

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.

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 whistleblower. 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 IV: Technical Proposal and Standard Form (TECH 1)

Date:

The Team Leader

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)

Project Support Unit, Helvetas Nepal

Sanothimi, Bhaktapur

Tel: 01-6636073

Subject: Submission of the Technical Proposal

Dear Sir,

We, the undersigned, offer to provide consulting services “**Design, Development and production of Instructor’s manual and trainee’s workbook.**” in accordance with your Request for Proposal published on **19 July 2024** and our Proposal. We are hereby submitting our technical proposal sealed under a separate envelope to the consulting service as per the TOR.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO/HELVETAS.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance, and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC and RFP.
- (e) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts without prior approval of the client may lead to the termination of Contract negotiations.
- (f) If negotiations are held during the period of validity of the proposal, we undertake to negotiate based on the proposal. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

- (g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (h) 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 the Consultant:

Address:

Office Stamp

TECH 2: Consultant's organization and Experience

(A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment)

S.N.	Description			Remark
1	Name of the Consulting Firm			
2	Address	District		
		Municipality/RM		
		Ward No.		
3	Contact Detail	Office Phone No.		
		Email Address		
4	Contact Person	Name		
		Designation		
		Mobile No.		
		Email address		
5	Company/Firm registration Office	Registration Number		
		Registration Date		

TECH 3: Consulting Firm's General experience (Overall experience of firm)

S.N.	Name of Assignment	Major Outputs/Products	Contract Amount	Funding Organization/client (write full name and address)	In which Fiscal Year the assignment was conducted?
1					
2					
3					
4					

TECH 4: Consulting Firm’s specific experience relevant to proposed assignment.

SN	Name of Assignment	Major Outputs/Products	Contract Amount	Funding Organization/client (write full name and address)	In which Fiscal Year the assignment was conducted?
1					
2					
3					
4					

TECH 5: Composition of proposed Key Experts for this assignment.

SN	Proposed Position	Name	Academic Qualification	Assignment related training	Specific Years of Experience
1					
2					
3					
4					
5					
6					

Note:

CVs of the proposed key staff duly signed by the proposed professional staff and the authorized representative of the bidder must be attached for evaluation. The CV must be in the format given below in annex 1.

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

1. Highest qualification certificate
2. Training certificates and
3. Evidence of relevant experiences and similar tasks performed; based on the submitted CV.

TECH 6: Time Schedule of Key Experts

Name	Position	Responsibility/Deliverables	Weeks (in the form of a Bar Chart)						Remark
			1	2	3	4	5	6	

TECH 7: Consultant's Activity Work Plan

SN	Activities	<i>1st, 2nd, etc. are weeks from the start of the assignment</i>						Remark
		1st	2 nd	3rd	4th	5th	6th	
1								
2								
3								
4								
5								

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

Cell no: _____

(Note: Number of rows and column can be added in table format while preparing proposal to fulfill the requirement.)

Section V: Financial Proposal and Standard Form (FIN 1)

Date:

The Team Leader

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)

Project Support Unit, Helvetas Nepal

Sanothimi, Bhaktapur

Subject: Submission of the Financial Proposal

Dear Sir/Madam,

We, the undersigned, offer our services “**Design, Development and production of Instructor’s manual and trainee’s workbook.**” in accordance with your Request for Proposal published on 19 July 2024 and our Proposal. Our attached Financial Proposal is for the sum of NRs.....(Amount in words-----

-----)

to avail ourselves of our consulting service as per the ToR and RFP. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal.

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of the Consulting Firm:

Address:

Office Stamp:

A. Summary of Cost: (FIN 2)

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

Authorized Signature

Date:

Office Stamp

B. Detail Breakdown of Cost (FIN 3)

Financial breakdown cost

S.N.	Key Experts	Persons	Technical inputs/ Man Days	Rate per Day	Total amount
A. Remuneration					
1	TLMD coordinator	1			
2	Occupational Experts	7			
3	Computer Operator	1			
C. Logistics and Miscellaneous					
4	Miscellaneous (Printing, Binding communication, Meeting Allowances, etc.				
5	Logistics and other expenses				
				Subtotal	
				VAT 13%	
				Total	

Total financial cost in words:

Section VI: Terms of Reference (TOR)

1. Background and core parameters of the mandate

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) Phase II is a bilateral initiative of the Government of Nepal (GoN) and the Government of Switzerland. ENSSURE II seeks to institutionalize and scale up work-based learnings, mainly the Dual VET apprenticeship program, in the TVET system. The overall objective of ENSSURE II is to help “Nepalese youths, women, and men, gain social and economic benefits from a federalized TVET system.” The following 3 inter-related outcomes of the project will contribute to the objective:

- Workers (women and men) have improved their employability.
- Federal, provincial, and local government institutions respond to the needs of the labor market.
- Private companies meet their needs for skilled human resources through active engagement in the TVET sector.

ENSSURE II is anchored in the provinces and its implementation arrangement is aligned with the new federal structure. The Council for Technical Education and Vocational Training (CTEVT) is responsible for implementing the project federal level whereas the Ministry of Social Development and municipalities are responsible for the project implementation at the provincial and local levels. The project is active in Province No. 1, Bagmati Province, and Lumbini Province and 33 municipalities within these provinces. Helvetas Nepal is a Technical Assistance (TA) provider in the project. It provides TA to federal, provincial, and local governments through the Project Support Unit (PSU) at Federal and Provinces.

Training with OJT is one of the major components of the project along with dual VET Apprenticeship, Career guidance, and Workers' Further Training (WFT). The local governments are implementing the training with OJT (NSTB Level-2) training in 15 occupations. To make the teaching and learning effective, the PSU is planning to develop teaching and learning materials on the following 7 occupations under this ToR:

- Professional Carpenter
- Professional Aluminium Fabricator
- Professional Computer Hardware Technician
- Professional LCD/LED TV Repairer
- Professional Telecom Technician
- Professional Vehicle Body Repairer
- Professional Wood Carver

ENSSURE-PSU seeks to hire a qualified and experienced consulting firm to prepare the teaching and learning materials in compliance with the approved curriculum of the CTEVT.

2. Objectives of the Assignment

The objective of the assignment is to prepare the Instructor's Manual and Trainee's Workbook in 7 occupations in Nepali language to the highest professional standards to support the training of the following seven Professionals (NSTB Level-2) courses:

1. Professional Carpenter
2. Professional Aluminum Fabricator
3. Professional Computer Hardware Technician
4. Professional LCD/LED TV Repairer
5. Professional Telecom Technician
6. Professional Vehicle Body Repairer
7. Professional Wood Carver

3. Scope of work

The scope of the assignment will be as follows:

- Design (conceptualize) the instructors' manual and agree with the ENSSURE-PSU on the structure, content, and layouts of the instructor's manual and trainees' workbook.
- Develop the instructor's manual and trainees' workbook in Nepali language following the design (concept) and agreed format.
- Share the draft content in a workshop with relevant stakeholders and incorporate their feedback into the final products.

4. Working methodology

The following is the suggested methodology,

- Desk review: The desk review of the existing curricula, existing teaching and learning materials (if any), and national and international best practices on teaching and learning material.
- Interaction with trainees, instructors, schools, relevant industries, and CTEVT to understand the issues they are currently facing in lack of teaching and learning materials and appreciate how the issues can be addressed in teaching and learning materials. The interaction can be done with a small number of samples for a basic understanding of issues and needs.
- Discussion with the ENSSURE PSU team, mainly with the Team Leader, Quality Assurance Specialist, Province Managers, and TVET coordinators, during the key stage of teaching and learning materials development.

- Develop comprehensive and illustrative teaching and learning materials that address the teaching and learning needs of the students and teachers, and also incorporate national and international best practices.

5. Time Frame of the assignment

The assignment is expected to be completed within a timeframe of 140 working days, which will be spread over six months. Commencing on July 21, 2024, the assignment is scheduled to conclude on December 30, 2024.

6. Logistic arrangement

The consultant can build in logistic costs for one-to-one or group interaction with key stakeholders as suggested in the working methodology of the cost proposal. However, the logistic cost of the sharing workshop with stakeholders need not be included in the cost proposal as it will be managed by ENSSURE PSU.

7. Deliverables

The consultant will have to submit:

- **Inception report** with detailed work plan and personnel plan to be submitted within 15 days of signing the contract agreement.
- **A draft electronic version and hard copy** of the instructor's manual and trainee's workbook in a format agreed with the PSU team.
- Sharing workshop with key stakeholders
- **The final report/ version** (both hard copy and soft copy-MSWord) of the Manuals and the Workbook after incorporating the comments and suggestions provided by the ENSSURE-PSU and through the sharing workshop.

8. Key Human Resources

The following are the key human resources requirements for each occupation,

8.1 TLM Development Coordinator- one person (1)

S/he should have at least a master's degree or higher qualification in engineering or any relevant occupation. Additionally, s/he should have a minimum of 5 years of professional experience in developing teaching-learning materials.

8.2 Occupational Experts- one person for each occupation (7)

S/he should have at least a bachelor's degree in a relevant occupation with at least 2 years of work experience in the relevant industry. Alternatively, S/he should have at least a diploma-level qualification in the proposed occupation with at least 5 years of work experience in the relevant industry.

8.3 Computer operators: One person (1)

The desired qualifications include a minimum of a certificate level in an IT-related field, along with a minimum of 3 years of experience in editing, formatting, proofreading, and publishing documents in Nepali language across various formats such as MS Word, PDF, and others.

9. Reporting:

The Consultant will report to concern person assigned by ENSSURE/Helvetas Nepal, who is responsible for overall coordination for the successful execution and recommendation for payment after completion of the assignment.

10. Payment:

The payment of the contract amount will be made in two installments as below:

- **The 1st installment:** 20% of the contract price will be released upon submission and acceptance of the inception report.
- **The Final Installment:** The remaining 80% of the contract price will be released after acceptance of the final products- occupation-wise instructor's manuals and trainee's workbook.

11. Evaluation of Proposal

Proposals will be evaluated based on the QCBS method.

12. Submission of Proposals:

Interested, competent, and eligible firms should submit their proposals in the given format, including a detailed methodology, timeline for completion of the assignment, CV of key human resources, and relevant experience, by the **30th of June 2024** to the ENSSURE Project at Sanothimi, Bhaktapur.

13. Confidentiality:

All information obtained during the consultancy shall be treated as confidential and used solely for this assignment. All the documents/reports generated for this assignment will be the property of the Project.

Section VII: Standard Forms of Contract

This CONTRACT (hereinafter called the “Contract”) is made the day of the month of 2024 between, on the one hand, ENSSURE/HELVETAS Nepal (hereinafter called the “Client”) and, on the other hand, M/s (hereinafter called the “Consultant”).

WHEREAS

- (1) the Client has requested the Consultant to develop online web application as defined in this Contract (hereinafter called the “Services”);
- (2) 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.
- (3) The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The award letter (LOA)
 - (b) Contract Form
 - (c) The general conditions of contract
 - (c) Terms of Reference (TOR)
 - (d) List of Key Experts
 - (e) Financial Proposal
 - (f) Helvetas Anticorruption Policy
 - (g) Negotiation meeting minutes
4. 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.

5. The duration of contract will be primarily from to The mutual agreement shall lead to extend further period as per requirement and valid reasons.

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.

On behalf of the consultant

On behalf of the Client

Name:

Name:

Designation:

Designation:

Witness:

Witness:

Name:

Name:

Addresses:

Addresses:

Section VIII: General Conditions of Contract

<p>1. Services</p>	<p>a. The Consultant shall perform the services specified in “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).</p> <p>b. The Consultant shall provide the personnel listed in “Composition of Key Experts” to perform the Services. Consultant shall not replace the Key experts without the Client’s written approval.</p> <p>c. The Consultant shall submit to the Client the reports in the form and within the time periods.</p>
<p>2. Term</p>	<p>The Consultant shall perform the Services within 140 days of inputs that may commencing from/around 1 August 2024 and continue through 30 December 2024. or any other period as may be subsequently agreed by the parties in writing the contract. The contract will be effective immediately once signed by both parties.</p>
<p>3. Payment</p>	<p>A. For Services rendered in the agreement, the Client shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. Tax Deduction at Source (TDS) is applicable according to the prevailing rule of Government of Nepal.</p> <p>B. Schedule of Payments against deliverables</p> <p>The schedule of payments is specified below:</p> <p>20% of the contract amount upon the receipt and acceptance of the inception report by the client within 20 days of contract signing.</p> <p>80% of the contract amount upon the Client's receipt of the completion of the final product and acceptance of the</p>

	<p>instructor’s manual and trainee workbook within the contract period or earlier.</p> <p>C. Payment Conditions</p> <p>Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the coordinator.</p>
4. Project Administration	<p>A. Coordinator.</p> <p>The Client designates Mr/Ms. as the Client's Coordinator; the coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and other deliverables by the Client, and for receiving and approving invoices for the payment.</p> <p>B. Reports.</p> <p>The reports listed in “Consultant's Reporting Obligations,” shall be submitted in the course of the assignment in TOR or will constitute the basis for the payments to be made.</p>
5. Performance Standards	<p>The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.</p>
6. Confidentiality	<p>The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.</p>

<p>7. Ownership of Material</p>	<p>Any studies reports or other material, graphics, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. Further, restrict to use or modify this information without prior approval from the client.</p>
<p>8. Consultant Not to be Engaged in Certain Activities</p>	<p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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.</p>
<p>9. Responsibility</p>	<p>The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents.</p> <ul style="list-style-type: none"> a. Consultant should act according to the instruction of client based on the clauses of this contract. b. Consultant should not disclose confidential matters that belong to client and misuse the client’s information. c. Consultant should strictly follow the copyright and patent right policy of the client. d. Client regularly monitors the progress of consultants’ activity for assignment.
<p>10. Insurance</p>	<p>The Consultant will be responsible for taking out any appropriate insurance coverage.</p>
<p>11. Assignment</p>	<p>The Consultant shall not assign this Contract or subcontract any portion of it without the Client’s prior written consent.</p>
<p>12. Governing Contract and Language</p>	<p>The contract shall be governed by the procurement manual of Helvetas Nepal, and the project bilateral agreement and the language of the Contract shall be English.</p>

13. Dispute Resolution	Any dispute arises during the contract execution shall be settled on mutual understanding. Disputes arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.
14. Liquidated Damage	The liquidated damage is 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the contract agreement.
15. Termination and expiration of contract	<p>This Contract may be terminated on mutual understanding. The client may terminate the contract if there is no progress on assignment from the consultant side within 1.5 months of signing the contract.</p> <p>Unless terminated earlier, this contract shall expire at the end of such time after the Effective Date or such other time period as the Parties may agree in writing.</p>
16. Modification or variation	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.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

Annex 1: **FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY EXPERTS**

Proposed Position: _____

Name of Training Institute: _____

Name of Staff: _____

Phone /Mobile No. of Staff: _____

Date of Birth: _____

Education:

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

Qualification	Institute/School/College	Year of Completion

Employment Record:

[Starting with the 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

Training:

[Summarize relevant training successfully completed by staff members, 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 Consulting Firm: _____

Annex 2: Financial Capacity of Consulting Firm

Annual Turnover	
Year	Amount Currency

**Average Annual Turnover of Best of 3 Fiscal Years
Of Last 7 Fiscal Years**

--

(Note: Supporting documents for Average Turnover should be submitted for the above.)