

# Request for Proposal

for the procurement of consulting services

conducting  
**Baseline Survey**  
of  
Trail-based Tourism Development Project (TTDP)

Contract Id No: TTDP/CS/01/2024

Issued by:  
Project Name



20 December 2024

## TABLE OF CONTENTS

<b>Section -I:</b>	<b>Letter of Invitation .....</b>	<b>3</b>
<b>Section -II:</b>	<b>Instructions to Consultants (ITC) and Data sheet .....</b>	<b>4</b>
<b>Section -III:</b>	<b>Technical proposal form .....</b>	<b>7</b>
<b>Section -IV:</b>	<b>Financial proposal form .....</b>	<b>8</b>
<b>Section -V:</b>	<b>Term of Reference .....</b>	<b>9</b>
<b>Section -VI:</b>	<b>Conditions of contract and contract forms .....</b>	<b>2</b>



## Section -I: Letter of Invitation

Date: .....

To:

.....  
.....

Dear Sir/Madam;

1. The Trail-based Tourism Development Project (TTDP) is a joint initiative of the Governments of Switzerland and Nepal. The goal of the project is for people in Koshi Province to increase their income and contribute to the conservation of culture with innovative and sustainable tourism offers. It focuses on four main trail routes namely Mundhum, Chiyabari, Phalgunanda and Laligurans trails spanning 29 municipalities in Koshi Province. The project will directly benefit 100,000 people of disadvantaged groups (DAGs) of which 85,000 are from discriminated groups (including women) and 18,000 are poor. Communities within three hours of walking from the trails, especially women, marginalized groups, and the economically poor, will gain opportunities for employment, capacity building, and participation in community tourism initiatives. It is expected that DAGs will increase their income by engaging in trail construction work and contribute to the conservation of culture with innovative and community tourism offerings. TTDP/Helvetas Nepal is referred as "Client" hereinafter in the Request for Proposal (RFP).
2. The Client invites proposals from eligible and qualified service providers (hereinafter referred to as "Consultant") to provide the service to the client as mentioned in the Terms of Reference (ToR) as defined in detail in Section-V.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 – Helvetas Anticorruption Policy
  - Section 7 - Standard Forms of Contract
4. Please inform us by writing an email that you received the letter of invitation along with a detailed RFP document successfully and interest in submitting proposal.

Yours sincerely,

Dr. Prabin Manandhar  
Country Director



## Section -II: Instructions to Consultants (ITC) and Datasheet

### 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 the Government of Switzerland.
- 2 Conflict of Interest
  - a. 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.  
  
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.
- 2 JV proposal
  - a. A Joint Venture (JV) proposal may be applicable as described in the **Data Sheet**.
- 3 Eligibility of consultant
  - a. Legal aspect
    - Registered as per the prevailing rule of the Government of Nepal
    - Not blacklisted by Helvetas Nepal and the Government of Nepal
- 4 Evaluation criteria
  - a. Eligibility criteria: as mentioned above (3) and in **Data Sheet**  
Evaluation criteria: mentioned in the **Data Sheet**
5. Clarification on RFP
  - a. The consultant can contact the address mentioned in the **Datasheet** 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. Weightage of Technical and Financial proposals shall be mentioned in **Datasheet**.
7. Preparation of proposal
  - a. The proposals (technical and financial) should be prepared as per the **Data sheet**.
  - b. The consultant must attach the legal documents as mentioned in DS (4. eligibility criteria).
  - c. The proposal (Technical and financial) comprises the documents mentioned in the **Datasheet**.
  - d. Validity of proposal: all the proposals are valid for the period mentioned in the **Datasheet**.
8. Submission of proposal
  - a. The interested and eligible consultant shall send the proposal to the address mentioned in the **Datasheet**.
  - b. The method (means of submission) shall be following **Datasheet**.
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 by the prevailing rule of the Government of Nepal. In the event of failure to ensure applicable insurance, the consultant shall be liable and responsible for indemnifying all kinds of losses related to this.



## B. Data Sheet (DS)

ITC clause reference	A. General
2.	<b>JV proposal: not applicable for this contract.</b>
4.	<p><b>Eligibility Criteria:</b> mandatory legal documents required to be submitted by the consultant are as follows:</p> <ul style="list-style-type: none"> <li>• Valid firm registration</li> <li>• VAT registration certificate</li> <li>• Tax clearance certificate – 2080/81</li> <li>• * Self-declaration form that the firm and its board members are not subject to any disciplinary action by the Government of Nepal or by the court.</li> <li>• * Self-declaration form that the firm and its key experts proposed are not aware of any conflict of interest that may exist for this assignment.</li> </ul> <p><i>* The above two self-declarations should be written on the firm's letterhead and signed by authorized signatory before attaching it to the RFP.</i></p> <p><b>Evaluation criteria:</b></p> <ul style="list-style-type: none"> <li>• Technical criteria – as outlined in ToR <ul style="list-style-type: none"> <li>i. Firm's general experience (General experience means overall experience after legal establishment as an entity)</li> <li>ii. Firm's specific experience (Specific experience means similar/relevant to the task or assignment specific.)</li> <li>iii. Consultant's work schedule</li> <li>iv. Key expert's qualification &amp; experience (general experience and specific experience)</li> </ul> </li> </ul> <p>Pass marks of Technical Proposal: The consultant must score 70% of the total marks allocated on the technical proposal.</p>
5.	<p><b>Clarifications may be requested by 10 January 2025.</b></p> <p>The contact information for requesting clarifications is email:  <a href="mailto:procurement.np@helvetas.org">procurement.np@helvetas.org</a></p> <p><b>Clarification of all queries shall be published or sent by email to consultants by 13 January 2025.</b></p>

6.	<b>Proposal evaluation method:</b> Quality and Cost Based Selection (QCBS) Technical proposal: 70% and financial proposal: 30%
7.	<b>Preparation of proposal:</b> Technical proposal and financial proposal sealed separately and submitted to the address mentioned in DS (8).
7 (c)	<p><b>The Proposal shall comprise the following:</b></p> <p><b>1<sup>st</sup> Envelope with the Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal with documents mentioned in DS (4)</li> <li>(2) TPF-1</li> <li>(3) TPF-2</li> <li>(4) TPF-3</li> <li>(5) TPF-4</li> </ul> <p><b>2<sup>nd</sup> Envelope with the Financial Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) FPF – 1 financial proposal form</li> </ul>
7.(d)	Proposals must remain valid for 45 days calendar days after the proposal submission deadline.
8.	<p><b>Submission of proposal:</b></p> <p><b>Method of submission:</b> electronic submission through email: <a href="mailto:procurement.np@helvetas.org">procurement.np@helvetas.org</a> in PDF format (The technical proposal and financial proposal should be in separate PDF file).</p> <p><b>Date and time for submission:</b> 15 January 2025; before 5PM</p> <p><b>Address for submission:</b> Helvetas Nepal Country Office Bakhundol, Lalitpur, Nepal</p>



## Section -III: Technical proposal form

- 1/ Firm's general experience (mentioned overall years of experience- all assignments completed till now in recent to old order) – TPF-1

SN	Description of experience	No. of years	Assignment Type	Contract Amount
1				
2				
3				
4				
5				

- 2/ Firm's specific experience (mentioned specific assignment/similar type only) – TPF 2

SN	Assignment description	No. of years	Assignment type	Contract Amount	Employer/Client Name
1					
2					
3					
4					
5					

- 3/ Specific experience of the key expert proposed by a consultant -TPF 3

SN	Name	Academic qualification	General experience (yrs)	Specific experience (no. of similar assignment/project completed)
1				
2				
3				
4				
5				

*All CVs of the proposed key experts must be attached.*

- 4/ Consultant's work schedule – TPF 4

SN	Activity	Plan		Remarks
		From date	To date	
1				
2				
3				
4				
5				

## Section -IV: Financial proposal form

### 1/ Financial proposal of the consultant – FPF1

SN	Description	M. days	Rate	Amount
1	Key expert/team composition remuneration			
a				
b				
c				
d				
e				
2	Other costs			
a	Reporting....			
b				
c				
d				
3	Sub-total (excl. VAT)			
4	VAT			
5	Grand total (incl. VAT)			

A consultant can use their stationery in case of need.



## Section -V: Term of Reference

### Terms of Reference for Conducting a Baseline Study

#### 1. Background:

The Trail-based Tourism Development Project (TTDP) is a joint initiative of the Governments of Switzerland and Nepal. The goal of the project is for people in Koshi Province to increase their income and contribute to the conservation of culture with innovative and sustainable tourism offers. It focuses on four main trail routes namely Mundum, Chiyabari, Phalgunanda and Laligurans trails spanning 29 municipalities in Koshi Province. The project will directly benefit 100,000 people of disadvantaged groups (DAGs)<sup>1</sup> of which 85,000 are from discriminated groups (including women) and 18,000 are poor. Communities within three hours of walking from the trails, especially women, marginalized groups, and the economically poor, will gain opportunities for employment, capacity building, and participation in community tourism initiatives. It is expected that DAGs will increase their income by engaging in trail construction work and contribute to the conservation of culture with innovative and community tourism offerings.

This will be achieved through two outcomes:

**Outcome 1:** The provincial government collaborates with the local governments and the Government of Nepal to develop culturally rich and environment-friendly trail-based tourism destinations in Koshi Province.

**Outcome 2:** Community members, micro-entrepreneurs, and small enterprises engage in culturally rich and environmentally friendly trail-based tourism.

**Project components:** The TTDP consists of four main components as described below (See Annex I for the project logframe):

- Construction and rehabilitation of trails according to a sustainable and national standard
- Branding, packaging, and promotion of tourist destinations
- Capacity building to achieve standardization and certification in hospitality and hygiene
- Policy reforms and incentives for innovative tourism development by promoting local culture history, and gastronomy; private sector investments in adventure sports and tourism products.

**Geographical coverage:** TTDP is implemented in 29 local governments (covering eight districts- namely Ilam, Panchthar, Sankhuwasabha, Terhathum, Bhojpur, Khotang, Udayapur & Sunsari) in Koshi Province (**See Annex II for TTDP working areas**).

The project is implemented by local governments (LGs) at the local level. LGs are responsible for the overall planning, management and implementation of the project. Each LG will appoint technical personnel as a focal person for the project implementation. At the province level, the Koshi Province Government (PG) through its Ministry of Tourism, Forests and Environment (MoTFE), coordinates with federal and local governments for planning and budgeting/budget transfers to LGs. The federal government acts as an advisory agency at the federal level.

---

<sup>1</sup> Disadvantaged Groups (DAGs) economically poor and socially discriminated women and men

## 2. Objectives and scope of work of consultancy

The Program Management and Implementation Support Consultant (PMISC) of TTDP is hiring an eligible consulting firm to conduct a baseline study. The study will collect data on performance indicators (outputs, outcomes, and impacts) at individual, household, community, and stakeholder levels.

The overall objective of this baseline study is to establish baseline data on key socio-economic, environmental, and governance-related indicators, providing a foundation for monitoring progress, evaluating project impact, and supporting data-driven decision-making throughout the project lifecycle.

The specific objectives of the baseline study are as follows:

- a. **Review and Compilation:** Gather and compile relevant information from secondary sources, including national and provincial data on environment-friendly tourism and trail-based tourism.
- b. **Data Verification:** Cross-verify existing baseline data from secondary sources referenced in the project document.
- c. **Quantitative Data Collection:** Collect household-level quantitative data, disaggregated by gender, age, ethnicity and economic status; related to the impact, outcome and output indicators outlined in the TTDP logframe.
- d. **Assessment of Practices:** Evaluate current practices in environment-friendly and trail-based tourism, focusing on existing opportunities and challenges.
- e. **Income Assessment:** Examine trends on contributions of tourism development and their impact on local households' income.

## 3. Methodology:

The baseline study will utilize a mixed-methods research approach, combining both quantitative and qualitative techniques. The primary sources of information will include relevant officials from provincial and local governments, as well as local stakeholders involved in tourism businesses, (the sample size must be at least 10% of households along the proposed trails) regardless of their business scale. Additionally, the consultant may incorporate secondary data for triangulation and validation purposes.

The consultant will propose a representative sampling strategy from the 29 local governments, ensuring the sample size is determined through a scientific methodology. The sampling must also ensure proportional representation of disadvantaged groups (DAGs). The consultant will recommend appropriate tools and techniques for data collection, along with methods for analyzing and interpreting mixed types of data. Pre-testing of questionnaires is encouraged to reduce errors during data collection.

The consultant will be provided with a selection of documents to support the development of the Inception Report, including but not limited to:

- TTDP Project Document
- TTDP Log-frame Glossary
- Yearly Plan of Operations





#### 4. Expected profile of the study team:

The following are the major competencies of the eligible consulting firm:

- Demonstrable expertise in conducting socio-economic baseline studies in rural parts of Nepal,
- Proven knowledge and experience in tourism development, promotions, and market system in Nepal,
- Track record in developing and conducting various types of evaluation including qualitative and quantitative data collection,
- Experience in managing and coordinating baseline/evaluation/research,
- Experience in data collection and analysis using participatory methodologies,
- Excellent and demonstrated understanding of ethical issues in research and studies,
- Strong quantitative data entry and analysis skills and previous experience using
- Knowledge of KOBO toolbox, statistical analysis software,
- Ability to write high-quality, clear, concise reports in English.

Based on the methodology proposed, the eligible consulting firm must propose an inclusive team with clear roles and responsibilities together with their recent CVs. The consulting firm shall be responsible for training and supervising the field team.

#### 5. Key Deliverables and Time Frame

The assignment is expected to commence from the third week of February 2025 and is expected to take a maximum of 45 days spread over till April end 2025, which includes desk review, preparation, field data collection, data analysis and report writing.

SN	Key Deliverables/Activities	Deadline
1	Inception report with the baseline questionnaire (4 pages)	3 <sup>rd</sup> week of February
2	Pre-testing of the questionnaire	4 <sup>th</sup> week of February
3	Field mobilization for data collection	1 <sup>st</sup> week of March to 3 <sup>rd</sup> week of April
4	Data compilation, interpretation and analyses	15 days
5	Submission of a draft report	
6	Submission of final report incorporating feedback and comments	
7	Original and cleaned data sets in relevant software including quantitative data sheet, original/extended field notes for qualitative data	

A draft report should be submitted to PMISC by April 25<sup>th</sup>, 2025. Feedback and comments on the draft report will be provided within one week of submission. The consulting firm must finalize the report, incorporating the feedback and comments, by April 30<sup>th</sup>, 2025. The final report should be no more than 20 pages in length, excluding annexes, and formatted in Arial 11 font.

#### 6. Ethical Considerations

During the study, all participants will be informed about the purpose of the baseline study and written or verbal consent will be obtained before participation. All data collected will be kept confidential, with personal identifiers removed to ensure privacy. Participation in the study will be voluntary, and participants can withdraw at any time without penalty.

## 7. Confidentiality

All the project-related documents, outputs, reports, information, etc. provided and produced during the assignment will be treated as the property of Helvetas Nepal and will remain confidential. The outputs of the assignment cannot be sold, distributed or reproduced.

## 8. Selection Criteria and Weightage

The technical and financial proposals will be evaluated based on the following criteria:

### I. Technical (70%)

- Understanding of the project and understanding and interpretation of the ToR (10%)
- Methodology to be used in undertaking the assignment (including sampling method, sample size, details of tools, review of secondary data, time and work schedule) (25%)
- Relevant experience related to the assignment and curriculum vitae with relevant references (15%): The 15% shall be allocated as follows:
  - Team Leader (50%)
  - Chief Surveyor (25%)
  - Chief Analyst (25%)
- Inclusivity of the team (20%)

### II. Financial (30%)

- Detail proposed activity-budget-schedule

## 9. Payment

- 30% of the contract amount will be paid to the consultant upon receipt of the inception report
- 70% of the contracted amount will be paid to the consultant upon receipt of an acceptable final report

## 10. Proposal submission guidelines and required documents

Interested eligible consulting firms are requested to submit the proposal along with the following legal documents by 10<sup>th</sup> January 2025 at the given address:

- A technical and financial proposal detailing the methodology, sampling method and size, and work schedule,
- Experience of the firm,
- Team composition together with their CVs
- Firm registration with renewal
- Tax clearance certificate of previous fiscal year
- Two sample reports

The Project Management and Implementation Support Consultant (PMISC/TTDP)  
VIP Road, Biratnagar Metropolitan City – 9,  
Morang, Koshi Province  
Telephone: +977-21-591016  
Email: [ttdp.np@helvetas.org](mailto:ttdp.np@helvetas.org)





**Annex I**  
**Logical Framework Matrix**

Narrative Summary	Objectively verifiable indicators	Means of Verification	Assumptions and External Factors
<b>Goal:</b> People in Koshi Province increase their income and contribute to the conservation of culture with innovative and sustainable tourism offers.	<ul style="list-style-type: none"> <li>% households in the target area reporting increased income from tourism (IED_TRI_1) (Target: 40%)</li> <li>Volume of litter collected along trails in the target area</li> </ul>	Household Survey conducted at the start, mid-term, and end of the project. Palika reports	The current health crisis of the COVID-19 pandemic subsided, and tourists, international and domestic, find it safe to travel and pursue recreational activities Tourism is established as an alternative employment and income source Poor households are motivated to acquire new skills and operate tourism-related enterprises.
<b>Outcome 1:</b> The Province Government collaborates with the LGs and the GoN to develop culturally rich and environment-friendly trail-based tourism destinations in Koshi Province	<ul style="list-style-type: none"> <li>Number of project LGs with increased tourism budget (GOV_ARI_2) (Target: 29)</li> <li>Amount in NPR of budget allocated to trail rehabilitation by LGs and PG</li> <li>Organized Steering Committee at least once a year together with the representatives of LGs and FG to discuss tourism development in project areas.</li> <li>A policy on environment-friendly and sustainable trail construction standards is available.</li> <li>At least 50% of registered homestays/lodgings in local cultural architecture</li> <li>Total number of tourists visiting trails in the target area by gender (target: 78,000 in the last year of the project phase; out of which International 5%; Indian 15%; and 80% Domestic)</li> </ul>	Budget information from LG and PG  Steering Committee minutes  MoUs between the LGs and PG  Project data collection	The Provincial government supports trail-based tourism. The COVID-related restrictions are eased so domestic tourists can start travelling within the country The three spheres of government work collaboratively to develop trail-based tourism.
<b>Output 1.1:</b> PG and LLs endorse regulations, policies, and standards in	<ul style="list-style-type: none"> <li>Number of policies related to community-based tourism drafted and enacted (Target: 1 by PG and 1 by each LG)</li> <li>Number of policies and incentives in the conservation and promotion of culture (local</li> </ul>	Information from PG and LG  Project reports	

relation to sustainable and safe trail-based tourism and conservation of culture	<ul style="list-style-type: none"> <li>architecture, food, festivals etc.) (Target: 1 by PG and 1 by each LG)</li> <li>• Number of tourist police hotlines available (Target 1)</li> <li>• Waste collection and management system established in % of trails (WAT_ARI_2) (Target: in at least 75% of the trails) [reporting also on the number of people served]</li> <li>• At least one Public-Private Dialogue (PPD) including the private sector conducted in each trail route.</li> </ul>		
<b>Output 1.2:</b> The GoN reviews existing policies, regulations, standards, and frameworks to support trail-based tourism	<ul style="list-style-type: none"> <li>• Number of standards and guidelines related to trail-based tourism developed by the Federal Government (Target 1)</li> <li>• Number of promotional activities for trails in Koshi Province launched by the FG.</li> <li>• Number of trekking agencies from Kathmandu (and outside of Koshi Province) offering trekking packages in project-promoted trails (T-10)</li> </ul>	<p>TUCCs routine data</p> <p>Capacity building service providers' records</p> <p>TUCCs routine data</p>	
<b>Output 1.3:</b> Province government (PG) and Local Levels (LGs) implement environment-friendly trail construction works	<ul style="list-style-type: none"> <li>• Trail Users and Construction Committees formed and registered with LLs (GoV_ARI_1) (Target 29)</li> <li>• At least one environment-friendly construction methodologies and gender sensitization workshop for PG and each LG and communities</li> <li>• Proportion of women in TUCCs (GEN_ARI_2) (target 40% among members and 50% among executive positions)</li> </ul>	<p>TUCCs routine data</p> <p>Capacity building service providers' records</p> <p>TUCCs routine data</p>	
<b>Output 1.4:</b> PG and LGs promote trail-based tourism	<ul style="list-style-type: none"> <li>• Number of promotional campaigns for trail-based tourism launched, by topic and type of media (Target 20)</li> <li>• Number of Strategic Visitor Flow analyses conducted by LG/PG (Target 1 for each trail in the project period)</li> </ul>	<p>Information from PG22</p> <p>Information from PG/LGs</p>	
<b>Outcome 2:</b> Community members, micro-entrepreneurs	<ul style="list-style-type: none"> <li>• Number of people employed in tourism activities along the trails (linked to (IED_ARI_2) (Target: A total of 2000 in and</li> </ul>	<p>TUCCs routine data</p> <p>Household Survey conducted at</p>	The communities are convinced that trail-based tourism will improve their livelihood



and small enterprises engage in culturally rich and environment-friendly trail-based tourism.	<ul style="list-style-type: none"> <li>around project trails as a result of project trail)</li> <li>Number of local festivals revived (Target: At least one in each trail) % of lodges, homestays and restaurants participating in waste collection (Target 80%)</li> <li>% of lodges, homestays and restaurants using improved cook-stoves (Target 40%)</li> </ul>	<p>start mid-term, and end of the project.</p> <p>TUCCs routine data</p>	The Private sector is interested in developing trail-based tourism offer Communities and private sector actors agree that environmental sustainability is a key element of trail-based tourism.
<b>Output 2.1:</b> The local people construct and rehabilitate the trails in an environment-friendly manner	<ul style="list-style-type: none"> <li>Number of Trail Users and Construction Committee members trained, by gender and topic (Target: All)</li> <li>Number of persons employed (direct beneficiaries) for work on trail rehabilitation, by gender and disadvantaged groups (IED_ARI_2) (Target: 400,000 person days of employment.</li> <li>30% of earnings goes to women and 50 % to DAGs)</li> <li>Kms of trails rehabilitated/constructed in a labour-based approach (with minimum use of foreign materials such as cement etc). (Target all)</li> </ul>	Project records	
<b>Output 2.2:</b> Community members, micro-entrepreneurs and other private sector actors are able to offer safe and environmentally sound tourism services (with distinct cultural identity)	<ul style="list-style-type: none"> <li>Number of new or renovated lodges, homestays, and accommodations along the trails (Target: 20 in each trail)</li> <li>Number of community-run tourism ventures (Target: 5 in each trail)</li> <li>Number of incentives received by community members, and micro entrepreneurs that have accessed incentives offered by the LGs in conservation of culture. (Target: 100)</li> <li>Number of local participants trained in various aspects of tourism operations, by topic23 and gender (CCE_ARI_2) (Target: 1000; Female 25%)</li> </ul>	<p>Project records</p> <p>Project records</p> <p>Project records</p>	

**Annex II**  
**TTDP working areas**

SN	Trail name	District	Name of LGs
1	Chiyabari Trail	Ilam	Suryodaya Municipality
2	Phalgunanda Trail	Panchthar	Phidim Municipality
			Phalgunanda Rural Municipality
			Phalelung Rural Municipality
		Ilam	Ilam Municipality
			Sandakpur Rural Municipality
3	Laligurans Trail	Sankhuwasabha	Chainpur Municipality
			Chichila Rural Municipality
			Dharmadevi Municipality
			Khandbari Municipality
			Madi Municipality
			Makalu Rural Municipality
			Panchkhapan Municipality
			Sabhapokhari Rural Municipality
			Silichong Rural Municipality
		Terhathum	Laligurans Municipality
			Myanglung Municipality
			Phedap Rural Municipality
			Phedap Rural Municipality
4	Mundum Trail	Bhojpur	Salpasilichho Rural Municipality
			Shadananda Municipality
			Bhojpur Municipality
			Tyamkemaikum Rural Municipality
			Ramprasadrai Rural Municipality
			Hatuwagadhi Rural Municipality
			Aamchowk Rural Municipality
			Aamchowk Rural Municipality
		Khotang	Kepilasgadhi Rural Municipality
		Udayapur	Sakela Municipality
			Belaka Municipality
			Sunsari
			Barahakshetra Municipality



## Section -VI: 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 values<sup>2</sup>:

- 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.

<sup>2</sup> Organisational Strategy HELVETAS Swiss intercooperation

## The Components of the Code of Conduct

### **Loyalty and confidentiality and civic duty**

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

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

### **Use of competences, means and assets**

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

### **Culturally sensitive behaviour**

Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behaviour and statements. Contracted parties, their employees and subcontractors must respect local norms and conventions in contacts with authorities, partners and local people. They must respect the customs and culture of the country of cooperation in appearance and manner of dress, behaviour and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behaviour, insulting or accusing statements, or spreading rumours.

### **Inter-personal relations and professional conduct**

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

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

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

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





<b>Protection of children and youth</b>	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. <sup>3</sup>
<b>Mobbing and sexual harassment</b>	Contracted parties, their employees and subcontractors abstain from mobbing <sup>4</sup> , sexual or sexist harassment <sup>5</sup> of colleagues, partners or any other person.
<b>Conflict of Interest and duty of disclosure</b>	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.
<b>Fraud and corruption and accepting gifts or other benefits</b>	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.
<b>Safety, Security &amp; Health</b>	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.
<b>Environmental and Social Safeguarding</b>	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.

<sup>3</sup> <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

<sup>4</sup> **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

<sup>5</sup> **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 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 -VII: Conditions of contract and contract forms

### A. Conditions of Contract (CoC)

1. Applicable rule
  - a. The procurement manual of Helvetas Nepal and the project bilateral agreement shall govern this procurement of service.
2. Scope of service
  - a. as specified in the ToR
3. Completion of service
  - a. The service should be completed by the Consultant within ..... (as per ToR) days from the date of contract commencement.
  - b. Time extension of contract: can be extended for a further period according to mutual understating based on reasonable circumstances.
  - c. Contract commencement and completion date are as per ToR.
4. Responsibility of parties
  - a. Consultant should act according to the instruction of client based on the clauses of this contract.
  - b. Consultant should not disclose confidential matters belonging 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 consultant's activity
5. Payment terms
  - a. Payment terms is as per milestone basis mentioned in the ToR.
6. Resolution dispute
  - a. Any disputes arises during the contract execution shall be settled on mutual understanding.
7. Insurance
  - a. The consultant shall ensure the applicable insurance of manpower used in the service delivery in accordance with prevailing rule of Government of Nepal.
8. TDS
  - a. The applicable Tax Deduction at Source (TDS) shall be according to the prevailing rule of Government of Nepal.



## B. Specimen of Contract agreement

This CONTRACT (hereinafter called the "Contract") is made the ..... day of the month of 2024 between, on the one hand, TTDP/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 an 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 outlined in this Contract;
- (3) The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The conditions of contract
  - (b) The award letter
  - (c) Annexes:
    - Annex - A: Terms of Reference
    - Annex- B: Key Experts
    - Annex- C: Price schedule/ financial proposal
    - Annex-D: Helvetas code of conduct
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 following the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant as per the provisions of the Contract.
5. The duration of the contract will be primarily from ..... to ..... The mutual agreement shall lead to an extended period as per requirement.

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.

The logo for Helvetas Nepal, featuring a stylized globe icon to the left of the text "HELVETAS" in a bold, sans-serif font, with "NEPAL" in a smaller font below it. A blue ink signature is written over the logo.