

REQUEST FOR PROPOSALS

RFP No.: SHE-CS-VST-01-2025

Consulting Service for delivering vocational skills training and employment services for targeted Young girls and women under SheLeads Skills and Empowerment Project

**SheLeads Skills and Empowerment Project
Oasis Complex, Patan Dhoka, Lalitpur**

Financing Agency: Ursula Zindel Hilti Foundation

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TABLE OF CONTENTS

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 – Eligible Countries

Section 6 – Corrupt and Fraudulent Practices

Section 7 – Terms of Reference

Section 8 – Conditions of Contract and Contract Forms

TABLE OF CLAUSES

PART I

Section 1. Letter of Invitation

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair Competitive Advantage
5. Corrupt and Fraudulent Practices
6. Eligibility

B. Preparation of Proposals

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising the Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals
18. Confidentiality
19. Opening of Technical Proposals
20. Proposals Evaluation
21. Evaluation of Technical Proposals
22. Financial Proposals for QBS
23. Opening of Financial Proposals
24. Correction of Errors
25. Taxes
26. Conversion to Single Currency
27. Combined Quality and Cost Evaluation
28. Negotiations
29. Conclusion of Negotiations

30. Award of Contract

D. Negotiations and Award

E. Data Sheet

Section 3. Technical Proposal – Standard Forms

Form TECH-1

Form TECH-2

Form TECH-3

Form TECH-4

Form TECH-5

Form TECH-6

Section 4. Financial Proposal - Standard Forms

Section 5. Eligible Countries

Section 6. Corrupt and Fraudulent Practices

Section 7. Terms of Reference

PART II

Section 8. Conditions of Contract and Contract Forms

Preface

I. Form of Contract

II. General Conditions of Contract

III. Special Conditions of Contract

IV. Appendices

PART I

Section 1. Letter of Invitation

SheLeads Skills and Empowerment Project (SheLeads) is designed to address systemic and legal challenges faced by young women and girls in Madhesh Province. It aims to support access to skill development and entrepreneurship opportunities, thereby addressing barriers to economic access and fostering transformative change. The project focuses on vocational skills (short-, medium-, and long-term dual VET), results-based financing, enterprise development, financial inclusion, and youth engagement in local governance projects and initiatives. This project is financially supported by a Swiss Foundation, Ursula Zindel Hiliti Foundation and will be implemented in three different municipalities of Madhesh province namely, Karjanha, Lahan and Ganeshmancharnath.

- (a) SheLeads / Helvetas Nepal invites sealed proposals from eligible, experienced, and competent private sector training and employment service provider/s or consulting firms ("consultant") to provide consulting services for delivering vocational skills training and employment services for targeted young girls (13-18) and women (19-40) in Result-based Financing (RBF) System.
- (b) The detailed RFP document can be obtained by downloading from <https://notice.helvetasnepal.org/>.
- (c) The proposals must be submitted physically at SheLeads Project Management Unit (PMU), Oasis Complex, Patan Dhoka, Lalitpur on or before 29th August 2025, 16:00. Proposals/documents received after the deadline shall not be accepted.
- (d) SheLeads / Helvetas Nepal reserves the right to reject the proposals at any stage without assigning any reasons and without incurring any liability to the affected Applicant(s). The project will not be responsible for any cost expenses incurred by the firms in connection with the preparation or delivery of their RFP.

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Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

1. "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
2. "Applicable Guidelines" means the policies, guidelines, manuals of the client and funding agency governing the selection and Contract award process/decision.
3. "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.
4. "Client" means the SheLeads / Helvetas Nepal that signs the Contract for the Services with the selected Consultant.
5. "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
6. "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
7. "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
8. "Day" means a calendar day.
9. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.
10. "Government" means the government of Nepal.
11. "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.
12. "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
13. "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
14. "Non-Key Expert(s)" means an individual professional provided by the Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
15. "Proposal/s" means the Technical Proposal and the Financial Proposal of the Consultant.
16. "RFP" means the Request for Proposals prepared by the Client for the selection of consultants.
17. "Services" means the work to be performed by the Consultant pursuant to the Contract.
18. "TORs" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed,

	<p>respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a consultant from those, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals as specified in the Data Sheet.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times 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. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or barred from participating in future consulting service opportunities or proposal submissions.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and non-experts) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Client.</p>
<p>c. Conflicting relationships</p>	<p>(iii) <u>Relationship with the Client's staff:</u> a consultant (including its Experts and non-experts) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the</p>

	selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The Client requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Code of Conduct for Contracted Parties (Section 6). 5.2 In further pursuance of this policy, Consultant shall permit the client to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the client.
6. Eligibility	6.1 The Client permits consultants (firms and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for DA-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, or proceeded to blacklist, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2 Firms and individuals shall have the nationality of an eligible country as indicated in Section 5 (Eligible Countries).
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 10.2 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
<p>11. Only One Proposal</p>	<p>11.1 The Consultant shall submit only one Proposal. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.</p>
<p>12. Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates, and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to disqualification.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the</p>

	<p>Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means (Email), to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means (Email), and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants a reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 Consultants are not permitted to form Joint Ventures for this assignment.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed Budget selection method, the estimated Key Experts' time input is not disclosed. The total available budget, with an indication of whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.</p>

a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the Data Sheet .
b. Taxes	16.3 The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency as stated in the Data Sheet .
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency as stated in the Data Sheet .

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals	<p>a. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand.</p> <p>b. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>c. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>d. The signed Proposal shall be marked "ORIGINAL", and copies marked "COPY" as appropriate. The number of copies is indicated on the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>e. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment] ", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>f. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name, and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>g. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name, and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>h. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no</p>
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	<p>responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>i. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>1. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely based on the submitted Technical and Financial Proposals.</p>

<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company, such Natural Person or Board of Director of the firm/institution /company, the proposal shall be excluded from the evaluation.</p>
<p>22. Financial Proposals</p>	<p>22.1 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the top-ranked Consultants is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company, such Natural Person or Board of Director of the firm/institution /company, such firm's proposal shall be excluded from the evaluation</p>
<p>23. Opening of Financial</p>	<p>23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score as indicated in the data sheet (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> (a) Name and address, (b) Proposed service charge, (c) Discount offered, if any, (d) Description of the discrepancies, if any, between figure and words,

	<p>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</p> <p>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company, such Natural Person or Board of Director of the firm/institution /company, such firm's shall be excluded from the evaluation.</p>
24. Correction of Errors	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
a. Time-Based Contracts	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
b. Lump-Sum Contracts	<p>24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>
25. Taxes	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.</p> <p>25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>

26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
D. Negotiations and Award	
28. Negotiations	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet 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>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be as per the Data Sheet. The notification period shall be at least 7 days for national selection.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part 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.
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p>

<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30.1 The consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the Consultant fails to sign an agreement, then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company, such Natural Person or Board of Director of the firm/institution /company shall be excluded from the evaluation.</p>
<p>31. Conduct of Consultants</p>	<p>32.1 The Consultant shall be responsible to fulfil his/her obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ul style="list-style-type: none"> a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference participation of other prospective applicants. e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

E. Data Sheet

["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
2.1	<p>Name of the Client: SheLeads Skills and Empowerment Project</p> <hr/> <p>Method of selection: Quality and Cost Based Selection (QCBS): Technical – 80% and Financial – 20%</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Consulting Service for delivering Vocational Skills Training and Employment services for targeted Young girls and women under SheLeads Skills and Empowerment Project.</p>
2.3	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>17.1.1.1 Power of Attorney to sign the Proposal</p> <p>17.1.1.2 Proof of Legal Status and Eligibility</p> <p style="padding-left: 40px;">(i) Renewal/update of Company certificate</p> <p style="padding-left: 40px;">(ii) CTEVT affiliation for FY-2082/83</p> <p>17.1.1.3 TECH-1</p> <p>17.1.1.4 TECH-2</p> <p>17.1.1.5 TECH-3</p> <p>17.1.1.6 TECH-4</p> <p>17.1.1.7 TECH-5</p> <p>17.1.1.8 TECH-6</p> <p style="text-align: center;">AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p style="padding-left: 40px;">(1) FIN-1</p> <p style="padding-left: 40px;">(2) FIN-2</p>
11.1	<p>Participation of Key Experts in more than one Proposal is permissible: Yes</p> <p>Participation of Non-Key Experts in more than one Proposal is permissible: No</p>
12.1	<p>Proposals must remain valid for 90 calendar days after the proposal submission deadline.</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment: No</p>

13.1	<p>Clarifications may be requested no later than <u>7</u> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: SheLeads Skills and Empowerment Project Project Management Unit, Oasis Complex, Patan Dhoka, Lalitpur, Nepal Phone: 01-5423772 E-mail: npl.sheleads@helvetas.org</p>
16.1	<ol style="list-style-type: none"> 1. Pre-training Cost: Training Announcement & Trainee Selection 2. Tools and Minor Equipment: Renting (or certain level of depreciation of own tools and equipment) of tools and equipment, no new assets creation 3. Cost of Instructors: Lead and Co-instructors (2 instructors) 4. Consumable Training Materials: Consumable training material estimated for the skills training, hand-outs (if applicable) 5. Facilities cost: Rent, water, electricity, Transportation; communication and Tea/Snacks 6. Cost of skill test materials: Skill test fee will be paid to National Skill Testing Board/CTEVT directly as per skill test fee rate for L-1 per participant of NSTB/CTEVT from the project, but small amount of budget will be provisioned as supportive materials cost for skills test.
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>
16.3	<p>Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: Nepalese Rupees</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
17.5	<p>The Consultant must submit: (a) Technical Proposal: one (1) original. (b) Financial Proposal: one (1) original. The occupation wise financial proposal should be separate and sealed in a single envelop indicated a name of proposed sector. Then, all the sector wise envelops should be sealed in a single envelop indicated as a 'Financial Proposal'.</p>
17.8	<p>The Proposals must be received at the address below no later than:</p> <p>Date: 29th August 2025 Time: 4:00 PM</p>

	<p>The Proposal submission address is: SheLeads Skills and Empowerment Project Project Management Unit, Oasis Complex, Patan Dhoka, Lalitpur</p>
<p>19.1</p>	<p>Technical proposal opening: The opening shall take place at the address below physically: Date: 1st September 2025 Time: 1:00 PM SheLeads Skills and Empowerment Project Project Management Unit, Oasis Complex, Patan Dhoka, Lalitpur</p> <p>Financial proposal opening: The exact date and time of the financial proposal opening at time of result announcement for the technical proposal.</p>
<p>21.1</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>a) The experience of the consulting firm relevant to the assignment (20)</p> <p>31. General experience: All Technical Competency on skills training and skill test- 8</p> <p>32. Specific experience: Sectoral Technical Competency on skills training and skill test-12 (Only required sectors as per RFP)</p> <p>b) The Competencies Description proposed implementation approach and methods and Rapid Market Appraisal (RMA) and its information (29)</p> <ul style="list-style-type: none"> o Description proposed implementation approach and methods in general- 10 o Rapid Market Appraisal and its information-19 <p><i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, monitoring and post training support services proposed, work plan is realistic and implementable; and clarity and completeness of RMA, methodology applied for RMA and information and evidence about the informants and potential employers.}</i></p> <p>c) Human Resource competencies and Sufficiency in Number (46):</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-5 to be prepared by the Consultant}</i></p> <p>a. Adequacy, qualification, and experience of instructional staffs proposed</p> <p>Lead instructor (15) Co- instructor (8) Sufficiency and social diversity of instructor staff (4)*</p> <p>b. Adequacy, qualification, and experience of non-instructional staffs proposed</p> <p>Project lead/ Executive Director/Manager/Focal person (7) Training Manager/Coordinator/District Coordinator (7) Portfolios and social diversity of non-instructional staff (5) *</p> <p>The minimum technical scores required to pass is 70 points out of 100marks.</p>

	<p>d) Financial capacity- 5</p> <p><i>* Composition and Social diversity will be evaluated based on the information presented in the Table 5 & Table 6 under TECH-3.</i></p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 25th Sep 2025 Address: SheLeads Skills and Empowerment Project Project Management Unit, Oasis Complex, Patan Dhoka, Lalitpur, Nepal</p>
30.4	<p>Expected date for the commencement of the Services: Date: 29th Oct 2025 at: Project Implementation Areas</p>

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Team Leader,
SheLeads Skills and Empowerment Project
Oasis Complex, Patan Dhoka, LalitpurNepal
Phone: 01-5423772

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for Delivering Vocational Skill Training and Employment Services for Targeted Young girls and women under SheLeads Skills and Empowerment Project in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope".

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.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Helvetas Nepal policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) 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.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.



We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant:

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____



FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consulting Firm's organization and an outline of the recent experience of the Consulting Firm that is most relevant to the assignment. For each assignment, the outline should indicate project/program name, occupation, and number of trainees, duration of the assignment, the contract amount, and the Donor agency.

A - Consulting Firm's General Experience

Provide here a brief description of the background and organization of your company **not more than half a page**.

A.1. Please fill out the existing (FY 2081/82 only) similar program/project portfolios which are being handled by the organization as follows.

Table 1: Detail about the program/project portfolios 2081/2082 that you are implementing

#	Program/Project Name	Occupation/subject	Number of trainees/beneficiaries	Duration		Contract amount	Name of Donor agency
				Start	End		
Total							

Can add rows as per requirement.

Note:

Please do not mention the irrelevant (i.e. not similar to the proposed assignment) portfolios. **The evidence of experience letter or work assignment, or work directive or contract paper should** have substantiated with your data provided in the table. The experience letter should consist of letter head, stamp, signature as an essential element.

A.2. General Experience: Please fill out the training implementation experiences of last 7 years of FY 2071/072 to 2080/81 of your organization.



Table 2: Training, skill test and employment placement experience (Level one vocational skill training comprising all the sectors; general experience)

Sector	Occupation	No. of trainees completed the training	No. of skill test appeared trainees	No. of employed graduates	Remarks
	Total of 7 years				

Can add rows as per requirement.

B - Consulting Firm's Sectoral Experience

B.1. Sectoral Experience: Please fill out the sectoral experiences of any better three years from FY 2071/072 to 2080/81 on your proposed sector/s.

Table 3: Training, skill test and employment placement experience (at least level one) vocational skill training or apprenticeship training comprising only the proposed sectors; specific experience)

Sector	No. of trained person	No. of skill test appeared trainee	No. of employed graduates	Remarks
Sector 1				
Sector 2				
Sector 3				
Sector 4				
Total of proposed 3 years				

Can add rows as per requirement.

Note (both for general and sectoral experience):

- Both the general and sectoral experience of vocational skill training and skill test experience of FY 2071/72 to 2080/81 of your organization will be assessed based on the experience letter provided by the NSTB/CTEVT only.
- The evidence of experience letter should have substantiated with any proof that shows the fund channelized to consulting firm from the clients. For this, TDS records generated from the online source of IRD or carbon copy of VAT bills or bank statement should be submitted if the records are clear.



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- The experience letter provided by the NGOs, clubs, association, CFUG, federation, private sector, cooperative must have been stated the source of fund and amount of fund disbursed by clients. However, skill test of the graduates must have been conducted from NSTB/CTEVT.
- In case of skill test letter from NSTB/CTEVT, it should clearly indicate the level of test, no. of tested graduates and the year of skill test. Skill test payment receipt provided by NSTB/CTEVT will be considered in case of experience letter from NSTB could not be submitted. The firms are also allowed to substantiate the proof of skill test by attaching the skill test payment receipt provided by NSTB/CTEVT in case experience letter from NSTB could not be submitted. Evaluation committee may verify the data from original source e.g. NSTB to provide appropriate score.
- Training experiences without mentioning level or equivalent training hours (i.e. 390 hours in general) or skill test and fiscal year shall not be considered.

FORM TECH-3

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-3.1: Technical Approach and Methodology, Organization and Staffing and Work Plan

A description of proposed approach and methodology to execute the proposed assignment in line with TOR. It also includes about the support services to be furnished by the Consulting Firm. The details of human resources to be proposed and work plan should also be included in this section.

1. Technical Approach and Methodology

a) Implementation Approach and Methodology

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s). Please do not repeat/copy the TORs in here.} The description should **not be more than one page**. If the Consulting Firm wish to mention the details about the approach and methodologies, it can be annexed; innovative idea/strategies/methods on training implementation will be encouraged to include in this section

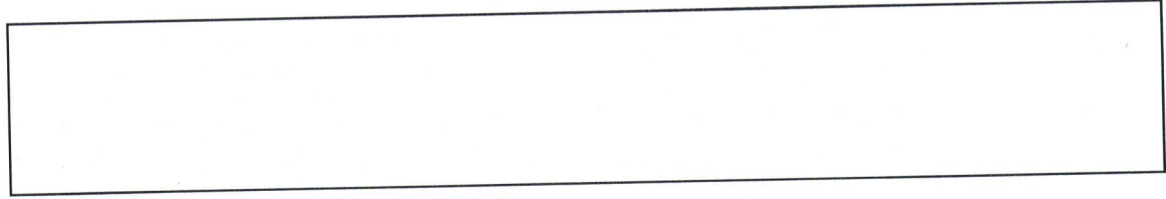
b) Information on support services planned to be furnished by the Consulting Firm

{Please fill the columns as appropriate reflecting your previous experiences of furnishing such services. Though each of the support services are not envisioned in direct training costs items, consulting firms can offer the support services on their own module to ensure the better employment placement}

Table 4: List of support services and brief delivery methodology

#	Support Services	How many (Number)	How (Brief Procedure)
1	Training monitoring (before and during-training monitoring & follow up support to the training graduates in brief)		
2	Financial services/Credit facilities...		
3	Business skill training/orientation /Financial Education and Entrepreneurship Knowledge (FEEK) training		
4	Linkage with bigger/small/Cottage industries		
5	Life skill training/orientations (if applicable)		
6	Post training follow-up support /Placement/Counseling Support to the training graduates in brief		
7	Others (specify)		

c) Write a brief mechanism/measures you are planning to adopt for the sustainable employment for your graduates {Please write in point not more than a half page; include credit linkage and entrepreneurship development support to be provided by the firm}



2. Organization and Staffing

d) Human Resources

Please describe the structure and composition of your team (**not more than one page**) and list the project staffs and instructional staffs including relevant administrative support staff as per the given format below. Please do not list down human resources unnecessarily as compared to your proposed volume of work i.e. training events. In case of excess human resource, the Client may evaluate on a numerical priority order.

(i) Non-Key Experts (Project Staffs/non-instructional staffs)

In the case of Project Staffs, a team consisting of 1) Training Manager/Executive/Managing Director/Focal Person for the Project, 2) Placement/ Counselling/ Monitoring Officers, 3) Account officer and 4) Database officer etc. is envisioned as a basic requirement. The major two positions (first and second) are subject to the evaluation. However, it does not limit the assigning other staffs like placement and counselling personals as per the management practice or approach of the Consulting Firm.

Table 5: List of human resources proposed for the project implementation (Project Staffs)

#	Name of Project Staffs	Proposed Position	Qualification	Experience	Key Roles
1		Focal person/Managing/ Executive Director/Manager			
2		Placement/Counselling/ monitoring Officer			
3		Finance Officer			
4		Database Officer			

Note:

- The Consulting Firm should propose the exact number of project staff to be mobilized for the given assignment. Signed Curriculum Vitae, Notarized Academic Certificates, and proof of experience of each person in the assignment should be attached only of 2 key persons (1. Training Manager/Executive/Managing Director/Focal Person for the Project and 2. Monitoring Officer) in the given format as per the form TECH-5. The consulting firm need to submit commitment/consent letter of proposed project staff (non-key staff/ non-instructional staff).
- The focal person and Monitoring officer are subject to evaluation. Evaluation committee may verify the submitted evidence by using any means of verification.

(ii) Key Experts (Instructional Staffs)

In the case of Key-Experts (Instructional Staffs), a team of Lead Instructors and Co-instructors, are envisioned as explained in the attached TOR. All the Instructional Staffs are subject to evaluation. The Consulting Firm should assess the number of required Instructional Staffs as per the proposed sector, occupations and number of trainees. In case of instructional staffs, two

instructors (one lead and one co-instructor) per training event of 20 participants is expected to be proposed. Additionally, one out of the two instructors must be female as a mandatory provision.

Table 6: List of human resources proposed for the project implementation (Instructional Staffs)

Sn	Name of instructional staffs	Lead/co-instructor	Technical qualification	Experience (in year)	ToT (yes/no)	Contact no.
Sector-1						
Occupation:						
Sector-1						
Occupation:						
Sector-1						
Occupation:						
Sector-1						
Occupation:						

Can add rows as per requirement.

Note:

- The Consulting Firm should propose the exact number of instructional staffs to be mobilized as per the proposed occupation and number of trainees. The notarized copy of testimonials (both academic and work experience certificate) of each instructor (both lead and co-instructors) should be attached in the given format as per the form TECH-5. Required qualification and experience of each of the instructional staffs is given in attached TOR. The consulting firms need to mention clearly about main trainer/instructor (lead trainer) and co-trainers/instructor for the proposed event/s of training.
- Please expand the table as per required number of instructors you would like to propose. The list of the instructors will also be enlisted in the bilateral contract with the Consulting Firms and changes in those proposed instructors will be subject to prior approval with the client during implementation.
- The work experience letters should have been issued by the concerned employers which will be taken as evidential document for the evaluation.
- Evaluation team may ask original document (at least scan copy of original document) of relevant evidence or may verify the certain percentage of sample of the evidence by using any means of verification to be assured before scoring.

e) Financial capacity of consulting firm:

Table 7: Average Annual Turnover of FY 2078/079 to 2080/081

Description	FY 2078/079	FY 2079/080	FY 2080/081	Total	Remarks
Annual turnover (as per audit report)					

Note: Tax clearance certificates of last three years (FY 2078/079 to 2080/081) are to be submitted.

f) Tools and Equipment

The consulting Firm should propose the required number of tools and equipment for the proposed training events. The basic standards as per the provision made in Curriculum issued by the CTEVT can be taken as the best reference for the basic tools and equipment. Please expand the table as required.

Table 8: List of tools and equipment proposed for the project implementation

SN	Description	Quantity (No. Pieces, etc.)	Ownership (own or rented)
A	Sector 1:		
A.1	Occupation: ... Total number of trainees proposed:		
	Tools and equipment		
1			
2			
B	Sector 2:.....		
B.1	Occupation: Total number of trainees proposed:		
1			
2			

Can add rows as per requirement.

Note: Field/workshop/tools/equipment verification can be done by Client as per need.

3. Work Plan

Please briefly describe your major planned activities to be started tentatively from 29th October 2025 for the implementation of the assignment and outline those activities in the given format in TECH-4. The proposed work plan should be consistent with the approach and methodology, showing your understanding of the TOR. A list of the final documents (including reports) to be delivered should also be included in the plan.

Form TECH-3.2: Rapid Market Appraisal and Its Information (Sector wise)

A description of Rapid Market Appraisal to be conducted by the Consulting Firm in accordance with the given training and guidelines by the Client should also be mentioned. The Consulting Firm shall indicate the number of target trainees to be trained as per the finding of the appraisal during technical proposal submission.

The Consulting Firm should submit description of Rapid Market Appraisal (i.e. TECH-3.2) separately for each of the proposed sectors

Sector 1:

A. Problem Statement

A brief statement of market situation/ problem and justification with clear size gap of the demand and supply in each of the occupational sectors]

Note: Sector wise separate problem statement is expected to be explained briefly.

B. Market Demand and Employment Opportunity Analysis

i. Field Information Summary [Supply and demand of skilled human resources at present at least at Palikas levels, gap assessment of study (in number). Please analyze the supply and demand gap of upcoming two fiscal years- 2082/83 to 2083/84 of each sector following the identified occupations].

Table 9: Supply, Demand, and gap analysis (2082/83 and 2083/84)

#	Sector	Palika	Identified Occupations	Demand/ Supply	FY 2079/80	FY 2080/81	Grand Total	
1.	Construction	A.....	a.	Demand				
				Supply				
				Gap				
					Sub Total			
		b	b	Demand				
				Supply				
				Gap				
					Sub Total			
		b	b	Demand				
				Supply				
				Gap				
					Sub Total			
			Grand Total					

Note:

If the assessment is made for the same occupations in more than one district, the information should be filled up by adding necessary rows. In the RMA process, it is expected that respective local government participates and/or commits for resource sharing (cost or training facilities or commit to allocate allowances to women trainees who are very poor) and provides consent letter to consulting firm or commits for post training support etc. The participation of

local government in RMA process and resources allocation through the coordination of consulting firm is subject to evaluation.

- ii. **List of Key Informants** (mention the list of Key Informants you visited/contacted in the filed during RMA)

Table 10: List of Key informants

#	Name of Informants	Organization/Local Authority/Individuals	Sector	Designation/ Profession	Contact Number

Note: The Client may verify the information provided by the consulting firm as needed

- iii. **Methodology adopted for Rapid Market Appraisal** (List name of the tools applied with a brief procedure as follows)

Table 11: Data collection methods

#	Methods	Brief Description of Methodology	Remarks
A	Primary data collection		
	Key Informants Interview (KII)		
	Focus Group Discussion		
	Observations		
		
B	Secondary data collection		
	District/ Palikas profile		
		

Can add rows as per requirement.

Note: Please substantiate your data collection procedure by attaching the possible evidence like; few (3-4) selected photographs (one photo for one method), meeting minutes of the data collection procedures like Key Informants Interview (KII), Focus Group Discussion (FGD), and/ Direct Observations etc. as an Annex. Apart from this, formal demand letter from concerned employers should also be attached mentioning existing workers, additional demand in next year's etc. in each of the occupations with skills gap identified/realized by the employers.

Secondary data collection methods and evidence (Please mentioned the different secondary sources of data that you are referring)

iv. **Information on employment potentiality as per the employment type** (Please indicate your projection as per the available employment potentiality during RMA)

Table 12: Target number of trainees as per the employment type

Name of Occupation	Total Proposed Trainees	Type of Employment (in percentage)					Total employment %
		Wage	Salary	Self-Enterprise	Daily wage employment/contract	Oversees	
Grand Total							

v. **Information on occupation wise expected monthly income** (Please indicate your projection as per the available employment and income potentiality during RMA)

Table 13: Target occupations and projected monthly average income having CTEVT curricula

#	Occupations	Monthly Income (NPR)	Remarks
1			
2			
3			
4			
5			

vi. **Name of Potential Employers with contact address** (Please indicate the details of potential employers as per your Rapid Market Appraisal findings);

Table 14.1: Name of potential employers and contact numbers

SN	Name of Employer's firm	Address	Name of Responsible Person	Contact Number	Number of persons to be employed
1					
2					
3					

SN	Name of Employer's firm	Address	Name of Responsible Person	Contact Number	Number of persons to be employed
4					
5					
6					
7					
8					

Note: Verification of contact person from respective employers can be done by evaluation committee in sampling basis.

The demand letter from possible employers or agreement made with employers will be subject to evaluation. The demand letter should consist of letter head, stamp, signature as an essential element

vii) Commitment of local government

Table 14.2: Commitment of functional collaboration towards the implementation of SheLeads project:

SN	District	Palikas	Sector	Trainees target	Support service	Remarks

Note: Local government provides the commitment letter stating support services like allowance to trainees for training period and/or transportation cost and/or tools support and/or financial support to start up the self-employment/micro-enterprise which is subject to evaluation.

Viii) Local government participation in RMA process

Table 14.3: Certification of meeting minute/RMA report by respective local government

SN	Sector	Trainees target	District	Palika	No. of Certified meeting minute/RMA report	Remarks

Note: The RMA report must be certified by local government or presence of representative from local government should be there as witness or participants when summarizing/analyzing the RMA findings which is subject to evaluation. The evidence may be meeting minutes/ approval letter/ certification letter/ consent letter etc.

C. Proposed Training Information Summary

Please propose the target details based on market opportunities as per the table below.

Table 15.1: Target number of trainees as per the occupation and training location for Training category-1 (**Vocational Skill Training**)

Proposed Province	Proposed Palikas ¹	Proposed ward no.	Proposed Sector ²	Occupation	No of young girls and women to be trained
Madhesh Province	1.			1.	
	2.			2.	
	3.			3.	

¹ Consulting firms must share the conclusion of RMA with respective Palikas and get consensus on training demand from respective Palikas.

² Proposed sector/occupation and number of trainees to be trained should be in line with Request for Proposals (RFP) made by the Client. The sectors other than mentioned in RFP will not be considered by the client.

FORM TECH-4

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

#	Key Activities	Months												Remarks
		1	2	3	4	5	6	7	8	9	12		
1	Contracting with Client													
2	Initiation of implementation													
3	Submission of action plan													
4	Training announcement													
5	Venue verification													
6	Trainees Selection													
7	Training conduction													
8	First claim submission													
9	Soft skills training delivery													
10	Internal periodic monitoring													
11	Skills test plan and conduction													
12	Training Completion													
13	Second claim submission													
14	Graduates Placement Support													
15	Six months income and employment verification													
16	Final claim submission													

Note: List the key activities with the breakdown for sub-activities required to accomplish the given assignment in accordance to the TOR as requires.

FORM TECH-5
CURRICULUM VITAE (CV)

Personal details:

Position Title	{e.g., Project Manager}
Name of Firm	Insert name of firm proposing the staff
Name of Staff	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	
Permanent Address	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Degree	Major Subjects	Educational Institutions	Passed out year

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, type of employment (full time or part time), summary of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Location (Province/Palika)	Summary of activities performed relevant to the Assignment
[e.g., May 2005 to June 2010]	Job title: Name of Employer: Contact of Employer:		
[e.g., July 2010-present]	Job title: Name of Employer: Contact of Employer:		

Staffs contact information : (e-mail....., phone.....)



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Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

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

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

_____ Date: _____
[Signature of authorized representative of the Consulting Firm] Day/Month/Year

Full name of authorized representative of Consulting Firm



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Form TECH 7: Self-Certification Form

Preamble:

In accordance with the Helvetas Code of Conduct for Contracted Parties and its commitment to ethical standards, transparency, and zero tolerance for fraud and corruption, HELVETAS Swiss Intercooperation reserves the right to investigate any allegations of misconduct, unethical behavior, or violation of this Code by any contracted party, its employees, subcontractors, or affiliates.

Where such violations are substantiated, HELVETAS may impose sanctions, which may include, but are not limited to:

- Written warning or reprimand;
- Demand for restitution or compensation for damages incurred;
- Immediate termination of the contract;
- Exclusion from participation in any future HELVETAS-supported projects or procurement processes, either indefinitely or for a defined period of time;

A debarment may render the individual or entity ineligible to:

- Be awarded or benefit from any contract or contribution financed or managed by HELVETAS;
- Participate as consultant, subcontractor, supplier, service provider, or agent in HELVETAS-funded engagements;
- Receive funding, directly or indirectly, through HELVETAS or its supported activities.

Furthermore, HELVETAS may recognize and enforce debarments or sanctions imposed by credible national and international institutions, including bilateral and multilateral development partners, where such recognition supports integrity and accountability objectives.

All contracted parties are obligated to report any incident or suspicion of corruption, abuse, or unethical conduct through the established reporting channels as detailed in the Code of Conduct. HELVETAS will maintain confidentiality and adhere to its whistleblower protection principles in handling such reports.



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Self-Certification Form

This self-certification form is to be completed by the applicant. The applicant shall submit the completed form together with the proposal to the procuring entity [provide email address]. Instructions for completing this form are provided below.

Full Legal Name of Applicant:	
Full Legal Name of Applicant's Legal Representative and position:	
Title of Procurement:	
Date:	

I hereby certify that I am the authorized representative of **[Name of the applicant]**, as well as that the information provided above is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may result in sanctions and remedies, including the permanent ineligibility to participate in HELVETAS-financed and/or HELVETAS-managed activities and operations, in accordance with the HELVETAS Procurement Policy, HELVETAS Code of Conduct for Contracted Parties and other applicable HELVETAS policies and procedures.

Authorized Signature: _____ Date: _____

Printed Name of Signatory: _____



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- The applicant certifies that itself, its proprietor(s), agents have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices in connection with the present procurement process.
- The applicant declares that the following criminal convictions, administrative sanctions and/or temporary suspensions have been imposed on the applicant and/or any of its directors, partners, proprietors, key personnel, agents:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to applicant)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

- The applicant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents have **NOT** engaged in acts of sexual harassment, sexual exploitation and abuse in connection with the present procurement process and this contract.
- The applicant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents are **NOT** subject to a criminal conviction, administrative sanctions and/or temporary suspensions for engaging in acts of sexual harassment, sexual exploitation and abuse.



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- The applicant certifies that itself, its proprietor(s), agents have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:
- Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;
- Do not have any actual or potential, and do not reasonably appear to have, the same legal representative as another applicant for purposes of this bid or execution of the contract;
- Do not have any actual or potential, and do not reasonably appear to have, a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;
- Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and
- Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.
- [To be completed only if the previous boxes were not checked]**
The applicant declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s) affected.]
- The applicant certifies that **NO** gratuities, fees, commissions, gifts or anything else of value have been paid or exchanged or are to be paid or exchanged with respect to the present bidding process.

OR

- [To be completed only if previous box was not checked]**
The applicant declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present bidding process:

[Name of Recipient/Address/Date/Reason/Amount]
[Name of Recipient/Address/Date/Reason/Amount]
[Name of Recipient/Address/Date/Reason/Amount]



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Section 4. Financial Proposal - Standard Forms

{Notes to Consulting Firm shown in brackets { } provide guidance to the Consulting Firm to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal Form



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38

Form FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
The Team Leader,
SheLeads Skills and Empowerment Project
Oasis Complex, Patan Dhoka, Lalitpur, Nepal
Phone: 01- 5423772

Dear Madam/Sirs:

We, the undersigned, offer to provide the consulting services for Delivering Vocational Skills Training and Employment Services for Targeted Young girls and women under SheLeads Skills and Empowerment Project in accordance with your Request for Proposals of2025.

Our attached Financial Proposal is for {Indicate the corresponding to the amount(s) currency} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) to be levied on the contract invoices in accordance with Clause 25.1 in the Data Sheet. The estimated VAT amount to be excluded from the amount above is {insert currency} {insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet clause 12.1 of the Data Sheet Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Table with 3 columns: Name and Address of Agent(s)/Other party, Amount and Currency, Purpose of Commission or Gratuity. Includes blank lines for data entry.

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain,
Yours sincerely,

Authorized Signature {In full}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
Email: _____



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FORM FIN - 2

Financial Proposal Form

FIN-2.1: Direct Training Cost and Total Outcome Price

Occupation:

Name of Consulting Firm:

Address:

Note:

- The direct training cost per participant under each sector will be the subject of evaluation under financial proposal.
- The separate cost table for each occupation proposed under the given sector should be submitted separately. In the evaluation process the weighted average cost of each sector will be calculated from the proposed average cost for each occupation.
- One Training Group = **20 participants**
- Skill test fee will be paid to National Skill Testing Board/CTEVT directly as per skill test fee rate for L-1 per participant of NSTB/CTEVT from the project, but small amount of budget will be provisioned as supportive materials cost (Rs.810) for skills test.
- All other costs required for the training process shall be included in the proposal.

SN	Cost Items	Amount (Rs.)	In words
	Occupation 1:.....		
1	Pre- training cost (announcement, informing and contacts; selection)		
2	Tools and minor equipment (Renting of tools & equipment, no new assets creation)		
3	Cost of the trainers (2 Trainers)		
4	Consumable training Materials		
5	Facilities cost (rent, water, electricity, transportation, Tea-snacks) *		
6	Total training cost per event	-	
7	Participants per group	20	
8	Cost per participants	-	
9	Total Participants proposed	20	
10	Total Direct Cost	-	-
11	Average training cost per participant		-

Note: Tea/Snacks cost at least Rs.150 per day for trainees for 65 days of the training period should be budgeted under cost item "Facilities".

Summary of Outcome Price

SN	Description	Unit Price	Number of People	Total Outcome Price
1	Total Estimated Direct Training Cost Per person	0	20	
2	Estimated Incentive Rate as per the composition of trainee	45%		
3	Per person outcome price	-		
4	Estimated Payment as per the achieved outcome			
5	Skill Test management cost for L1	810	20	-
6	First Payment - 10% of Outcome price (Full for all)	-	20	-
7	Second Payment - 40% of Outcome Price (Full for all)	-	20	-
9	Final Payment - After six months verification, 50% of Outcome Price (88% employment rate estimated)		18	
10	Total cost			
11	Direct Investment per person			

Note: The outcome price comprises the direct training cost and % of incentive based on the categories of trainees enrolled. The RFP has considered estimated average of 45% of incentives and 88% of gainful employment rate. The payment to the T&Es will be made as per actual composition of trainees enrolled and actual gainful employment rate determined by final income and employment verification done by project.

Office Seal

Authorized Signature

Date:



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41

Section 5. Eligible Countries

For the purpose of National Shortlisting: Nepal



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42

Section 6. 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 values³:

- 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.

³ 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.

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. ⁴
Mobbing and sexual harassment	Contracted parties, their employees and subcontractors abstain from mobbing ⁵ , sexual or sexist harassment ⁶ 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	<p>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.</p> <p>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.</p> <p>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.</p>
Safety, Security & Health	<p>Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation.</p> <p>Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.</p>
Environmental and Social Safeguarding	<p>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.</p> <p>Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability.</p>

⁴ <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

⁵ **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

⁶ **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 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 7. Terms of Reference (TOR)

for

Consulting Service for Delivering Short-term Vocational Skills Training and Employment services for targeted young girls and young women under SheLeads Skills and Empowerment Project

1. Background

SheLeads project is designed to address systemic and legal challenges faced by young women and girls in Madhesh Province. It aims to support access to skill development and entrepreneurship opportunities, thereby addressing barriers to economic access and fostering transformative change. The project focuses on vocational skills (short-, medium-, and long-term dual VET), results-based financing, enterprise development, financial inclusion, and youth engagement in local governance projects and initiatives. This project is financially supported by a Swiss Foundation, Ursula Zindel Hilti Foundation and will be implemented in three different municipalities of Madhesh province namely, Karjanha, Lahan and Ganeshmancharnath.

To achieve the overall objective, there are three outcomes:

Outcome 1: Increased income for young girls and women through wage employment and self-employment.

Outcome 2: Reduced barriers for young girls and women to access skills, employment, and entrepreneurship, fostering transformative change and strengthening local institutions.

Outcome 3: Enhanced the synergy and strengthened the impact of the three participating organizations (Nepal Alliance) in supporting young women within and between Nepal and Ethiopia.

SheLeads Skills and Empowerment Project now invites Expression of Interest (EOI) from eligible, experienced, and competent private sector training and employment service provider/s or consulting firms ("consultant") to provide the following consulting services for Delivering Vocational Skills Training and Employment Services for Targeted young girls and young women under the project in Result-Based Financing Approach.

2. Objectives of the assignment

The main objective of this assignment is to deliver quality vocational skill training for the targeted project participants, following the CTEVT curricula of 390 hours and promote the gainful employment.

After completing the training, at least 95% of the trainees will appear in skill testing Level 1 ensuring the national certification of at least 90% of the trainees and assist them for employment so that at least 80% of the graduates have decent employment in trained occupations.

Assignments include:

- Ensuring that the targeted project participants have participated in training.
- Ensuring the quality of training as per the developed quality indicators/criteria and training implementation manual developed by the project.
- Confirm that trainees receive adequate practical (in-house practice and OJT or on-site/workplace exposure) experiences as per the curricula and agreed criteria

- Confirm that the theory and practical sessions are well balanced during the classroom-based or on-site/workplace-based instruction following the defined criteria by CTEVT (20% theory and 80% practical).
- Ensure that the graduates are facilitated to be employed in the competitive job market and will be able to earn at least the income threshold (NRs. 15,000 per month or NRs. 90,000 within 6 months after the training).
- Initiate process to institutionalize result based financing and vocational training within private led training and employment service providers.

3. Scope of work

In line with the above stated objectives, the T&Es will be responsible to provide skills training and facilitate training graduates for getting into the employment in the related sectors/occupations.

Vocational skill training categories:

S.N.	Training Category	Target	Remarks
1	Vocational skills training	160	The target of vocational skills training under the allotted employable occupations falls under this category.
	Total	160	

Following are the scope of works:

- The training and employment service provider (T&Es) shall be responsible for delivering skills training and facilitating post-training employment. The occupations for trainings are based on Local Market Assessment conducted by SheLeads project and Rapid market Appraisal (RMA) to be conducted by the consultants.
- The Training and Employment Service Provider (T&Es) shall propose targets, locations, and occupations from allotted sectors.
- The Training and Employment Service Provider (T&Es) shall conduct training programs with a minimum duration of 390 hours, or 6 hours per day for 65 net training days in accordance with the CTEVT curricula.
- The Training and Employment Service Provider (T&Es) shall establish a reliable monitoring mechanism to confirm a minimum employment rate at the pre-defined income threshold in trained occupation.
- The Training and Employment Service Provider (T&Es) shall ensure that all training meets the minimum standards outlined in the CTEVT curricula and National Occupational Skill Standard (NOSS) of the National Skills Testing Board (NSTB).
- The service contract period may vary depending on the number of services (skill trainings) to be delivered by the representative T&Es. Each of the training events must meet the standards of CTEVT/NSTB.
- The Training and Employment Service Provider (T&Es) shall plan training programs to ensure at least 60% participation from Disadvantaged Groups (DAG).

4. Sector wise list of occupations

Based on the Local Market Assessment done by project, occupations given in below table are highly prioritized:

Table 1

S.N.	Sector	Occupation
1	Agriculture	Junior Poultry Technician, Off-Season Vegetable Producer, Organic Vegetable Producer.
2	Mechanical	Refrigeration and Air Condition Junior Mechanic
3	Health	Assistant Beautician
4	Computer & Electronic	Cell/Phone Repairer Technician
5	Tailoring/ Garment	Tailoring
6	Tourism and Hospitality Industry	Continental Cook, Indian Cook
7	Miscellaneous	Early Childhood Montessori Facilitator

5. Coordination with local government:

The finally selected T&Es shall establish proper coordination with respective local government while announcing the training, selecting the training venue and trainees, leveraging the post training support and promoting ownership in collaboration and partnership with local government.

6. Selection of participants:

The T&Es follow the "Training Implementation and Monitoring Manual" developed by SheLeads project for participants' selection. The manual can be collected from the SheLeads, Lalitpur, office or pdf via email request (npl.sheleads@helvetas.org).

7. Duration of the assignment: Duration of this assignment will be of 12 months after signing the contract.

8. Sufficiency and quality of non-instructional staff

- 1. Project Focal Person:** At least Bachelor's degree in any relevant sector with 7 years of experience as project lead
- 2. Training Coordinator:** Bachelor's degree in any relevant sector with 5 years of experience in training management

3. **Monitoring Officer/ Placement Officer:** Bachelor's degree in any relevant sector with 3 years of experience in training monitoring and placement of graduates
4. **Database Officer:** Bachelor's degree in any relevant subject
5. **Accountant:** Bachelor's degree in any relevant subject

9. Quality of instructors:

The instructors will be as follows.

1. **Lead Instructors:** Qualified and experienced instructor (TSLC or Diploma or Level 2 holder having at least 5 years' experience in training delivery) will be mobilized as lead instructors.
 2. **Co-instructors:** Qualified and experienced instructor (Level 1 or at least 5 years experienced local practitioner) will be mobilized as co-instructor. Out of two, at least one instructor **must be Female** and have Training of Trainers (TOT) certification from any government recognized institutions.
10. **On-the job training:** The T&Es are required to manage on the job training facilities as prescribed by CTEVT curricula to trainees. During on-the-job training, continuous guidance, and supervision of the trainees from the experienced worker/trainers and monitoring personnel will be required.
11. **Employment placement plan and support:** The T&Es will facilitate for the job placement of the graduates. T&Es are required to develop a detail placement plan before completing the training course. The consultation with potential employers and experience sharing with successful entrepreneur can also be organized in-between the training duration. The T&Es are responsible to assist the graduates through adequate post training supports ensuring at least 80% gainful employment in the related occupations.
12. **Assessment of trainees' performance and record keeping:** The T&Es are responsible for keeping the records of all training related activities including daily/weekly performance assessment or evaluation of the major tasks mentioned on the curriculum of each of the trainees and keep record with the individual plan of additional support to weak performers.
13. **Facilitation for enterprise establishment:** The T&Es will support the graduates (potential entrepreneurs) to opt with enterprise development by facilitating the possible financial services, enterprise support services to be furnished by the FNCCI/AEC/Office of Cottage & Small Industries and/or other similar agencies.
14. **Facilitation for Skills testing:** The T&Es are responsible to facilitate skill testing of all the trainees ensuring at least 90% trainees succeed in the test administered by the NSTB.
15. **Monitoring Mechanism:** The T&Es will be responsible to establish a reliable internal monitoring mechanism to confirm quality training delivery and post training facilitation as per the Implementation and Monitoring Guideline of project.
16. **Database Management:** The T&Es are responsible to feed in the accurate and reliable data in timely manner as per the activities and milestones set by the project.
17. **Training management and monitoring**
SheLeads project will manage the T&Es and ensure their mobilization, reporting and post-training follow-up. SheLeads project will also conduct capacity building training on Monitoring

and Reporting, Database operation (RBF Monitoring System) to the relevant staffs of T&Es to ensure the smooth and quality implementation.

Quality training implementation will be ensured through regular monitoring of the vocational skills training activities, processes, and results by the SheLeads team. The training process will be monitored at its pre, during and post training stages for at least 4 times per training event to assure the quality compliances against the agreed quality. The result in terms of employment and income will be monitored 1 time i.e., 6 months post training verification and make the recommendation for the corresponding outcome prices.

18. Income threshold and Incentive Scheme

The project targets specific groups of young girls and young women to facilitate in the training and employment opportunities. The graduates must be employed for at least six months with a minimum monthly income of NRs 15,000 if employed in Nepal. If the graduates on his/her own decision, gone for employment out of country the threshold will be applied as NRs 20,000 if employed in India, and NRs 30,000 if employed aboard/overseas.

T&Es need to develop individual action plan for graduates after completion of the training for reporting purpose to be eligible for payment.

The verification of the employment status of the trainees will be done physically once after six months of employment after the training completion. In case of work in India or abroad, an appropriate mechanism is established and mentioned in monitoring guideline.

Differential incentive will be provided to T&Es to encourage them to enrol the young girls and young women from targeted groups/communities as follows.

Target Groups and Category of Trainees	Incentive provision
Cat. A: Economically poor** young girls and young women from discriminated groups (Dalit, Widow, differently able, HIV/AIDS infected, Orphans, former bonded labourers, people affected by domestic violence, sexual abuse and/ or sex workers, etc.)	60% of the direct training cost
Cat. B: Economically poor** young girls and young women from all caste/ethnicities not referred to under category A	30% of the direct training cost

19. Deliverables

1. The T&Es shall arrange all pre-training requirements (like training announcement, venue selection, trainee selection and other logistic arrangements)
2. The T&Es shall conduct trainings as per implementation and monitoring manual provided by the project and agreed time schedule and other conditions mentioned in bilateral agreement.
3. The T&Es shall furnish the periodic reports i.e., training completion, income and employments reports (after 6 months of post training period) as mentioned in the agreement.
4. The T&Es shall be responsible to arrange the skill test and coordinate with National Skill Testing Board (NSTB) to conduct the skill test in agreed dates with NSTB.

5. The T&Es shall be responsible to seek the consent from Local Government and other authorities applicable to conduct the training and to coordinate with local stakeholders during implementing the agreed services.

20. Payment Terms

Disbursement to the T&Es against the service delivery will be made in three instalments as mentioned below:

1. **First instalment:** After initiating the training implementation and submission of list of enrolled trainees, attendance sheets for a week, training announcement proofs (at least 3 media).
2. **Second instalment:** After submission of training completion report along with the attendance sheet.
3. **Third (Final) instalment:** After 6 months job placement and joint income and employment verification reports together with skill test reports.

Third instalment will be paid only for those trained people who are gainfully employed. All completed tasks and reports to be submitted for payments by the T&Es will be verified by the SheLeads Project Management Unit before making the third instalment payment. The details about the monitoring and verification procedure are elaborated in monitoring manual which will also be reflected in bilateral agreement.



PART II

Section 8. Conditions of Contract and Contract Forms



CONTRACT FOR CONSULTANT'S SERVICES

between

**SheLeads Skills and Empowerment Project
Project Management Unit
Oasis Complex, Patan Dhoka, Lalitpur**

and

(Name of the Firms)

**Consulting Service for delivering vocational skills training and
employment services for targeted Young girls and women under
SheLeads Skills and Empowerment Project**

Contract No. SHE-CS-VST-01-2025

Funding Agency: Ursula Zindel Hilti Foundation (UZHF)

Date:2025

The logo for Helvetas Nepal, featuring a globe icon and the text "HELVETAS NEPAL". A blue ink signature is written over the logo.

Table of Contents

I.	Form of Contract.....	59
II.	General Conditions of Contract.....	61
A.	GENERAL PROVISIONS	61
1.	Definitions.....	61
2.	Relationship between the Parties.....	62
3.	Law Governing Contract	62
4.	Language	62
5.	Headings.....	62
6.	Communications	62
7.	Location.....	62
8.	Authority of Member in Charge	62
9.	Authorized Representatives	62
10.	Corrupt and Fraudulent Practices	63
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	63
11.	Effectiveness of Contract	63
12.	Termination of Contract for Failure to Become Effective	63
13.	Commencement of Services.....	63
14.	Expiration of Contract.....	63
15.	Entire Agreement	63
16.	Modifications or Variations	63
17.	Force Majeure	63
18.	Suspension	65
19.	Termination	65
C.	OBLIGATIONS OF THE CONSULTANT	66
20.	General	66
21.	Conflict of Interests.....	67
22.	Confidentiality.....	67
23.	Liability of the Consultant	68
24.	Insurance to be taken out by the Consultant.....	68
25.	Accounting, Inspection and Auditing	68
26.	Reporting Obligations.....	68
27.	Proprietary Rights of the Client in Reports and Records	68
28.	Equipment, Vehicles and Materials.....	69
D.	CONSULTANT'S EXPERTS AND SUB-CONSULTANTS	69

29. Description of Key Experts	69
30. Replacement of Key Experts	69
31. Approval of Additional Key Experts	69
32. Removal of Experts or Sub-consultants	70
33. Replacement/ Removal of Experts – Impact on Payments	70
34. Working Hours, Overtime, Leave, etc.....	70
E. OBLIGATIONS OF THE CLIENT.....	70
35. Assistance and Exemptions.....	70
36. Access to Project Site.....	71
37. Change in the Applicable Law Related to Taxes and Duties.....	71
38. Services, Facilities and Property of the Client	71
39. Counterpart Personnel.....	72
40. Payment Obligation	72
F. PAYMENTS TO THE CONSULTANT	72
41. Ceiling Amount	72
42. Remuneration and Reimbursable Expenses	72
43. Taxes and Duties.....	73
44. Currency of Payment.....	73
45. Mode of Billing and Payment.....	73
46. Interest on Delayed Payments	Error! Bookmark not defined.
G. FAIRNESS AND GOOD FAITH.....	74
47. Good Faith	74
Attachment 1: Code of Conduct for Contracting Parties	Error! Bookmark not defined.
III. Special Conditions of Contract	75
IV. APPENDICES	78
APPENDIX 1: SELF-CERTIFICATION FORM.....	78

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including (Helvetas Nepal's Code of Conduct for Contracted Parties); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.



MSB

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, *SheLeads Skills and Empowerment Project* (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

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) The General Conditions of Contract (including Attachment 1 "Helvetas Nepal – Code of Conduct for Contracted Parties); and Annex A: Additional Provisions
- (b) The Special Conditions of Contract:
- (c) Appendices:
 - Appendix A: Code of Conduct for Contracting Parties
 - Appendix B: Terms of Reference
 - Appendix C: Key Experts
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Any other written correspondence for contract finalization

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, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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 *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

[Authorized Representative of the Consultant – name, title and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) "Applicable Guidelines" means the policies, guidelines, manuals of the client and funding agency governing the selection and Contract award process/decision.(b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.(c) "UZHF" means the Ursula Zindel Hilti Foundation.(d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.(e) "Consultant" means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.(f) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).(g) "Day" means a working day unless indicated otherwise.(h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.(j) "Foreign Currency" means any currency other than the currency of the Client's country.(k) "GCC" means these General Conditions of Contract.(l) "Government" means the government of the Client's country.(m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.(n) "Local Currency" means the currency of the Client's country.(o) "Non-Key Expert(s)" means an individual professional provided by the Consultant to perform the Services or any part thereof under the Contract.
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	<p>(p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(s) "Third Party" means any person or entity other than the Government, the Client, the Consultant.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract

	by the Client or the Consultant may be taken or executed by the officials specified in the SCC .
10. Corrupt and Fraudulent Practices	Helvetas Nepal requires compliance with its policy in regard to fraud and corruption as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract..

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of 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.
12. Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
14. Expiration of Contract	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
15. Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	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.
17. Force Majeure	

<p>a. Definition</p>	<p>17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>b. No Breach of Contract</p>	<p>17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<p>c. Measures to be Taken</p>	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>

<p>18. Suspension</p>	<p>18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
<p>19. Termination</p>	<p>19.1 This Contract may be terminated by either Party as per provisions set up below:</p>
<p>a. By the Client</p>	<p>19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13. <p>19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p>b. By the Consultant</p>	<p>19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause.</p> <ul style="list-style-type: none"> (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45)

	<p>calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p>
c. Cessation of Rights and Obligations	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.</p>
d. Cessation of Services	<p>19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p>
e. Payment upon Termination	<p>19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>

C. OBLIGATIONS OF THE CONSULTANT

20. General	
1. a. Standard of Performance	<p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p>

	20.2 The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.
2. b. Law Applicable to Services	20.3 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.20. 20.4 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
21. 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.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with Helvetas Nepal's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC .
c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage, and shall cause their Personnel their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of

	the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be taken out by the Consultant	The Consultant (i) shall take out and maintain at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	<p>25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit Helvetas Nepals to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by Helvetas Nepal if requested by Helvetas Nepal. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of Helvetas Nepal's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination.</p>
26. Reporting Obligations	The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about</p>

	the future use of these documents and software, if any, shall be specified in the SCC .
28. Equipment, Vehicles and Materials	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts	<p>29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p> <p>29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.</p> <p>29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.</p>
30. Replacement of Key Experts	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
31. Approval of Additional Key Experts	If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

	If the Client does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
32. Removal of Experts or Sub-consultants	<p>32.1 If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>32.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.</p>
33. Replacement/ Removal of Experts – Impact on Payments	33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
34. Working Hours, Overtime, Leave, etc.	<p>34.1 Working hours and holidays for Experts are set forth in attachment 1.3 of Appendix A. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country (NA).</p> <p>34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in attachment 2 of Appendix C, and the Consultant's remuneration shall be deemed to cover these items.</p> <p>34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions	<p>35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and</p>
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	<p>any other documents required for their stay in the Client's country while carrying out the Services under the Contract.</p> <p>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.</p> <p>(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(e) Assist the Consultant and the Experts employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.</p> <p>(f) Assist the Consultant and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(g) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
<p>36. Access to Project Site</p>	<p>The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or the Experts of either of them.</p>
<p>37. Change in the Applicable Law Related to Taxes and Duties</p>	<p>If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1</p>
<p>38. Services, Facilities and Property of the Client</p>	<p>38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p> <p>38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any</p>

	such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.
39. Counterpart Personnel	<p>39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.</p> <p>39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
40. Payment Obligation	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC (F) below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount	<p>41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and attachment 3 of Appendix C (Reimbursable expenses).</p> <p>41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.</p> <p>41.3 For any payments in excess of the ceilings specified in GCC 41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p>
42. Remuneration and Reimbursable Expenses	<p>42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>42.2 All payments shall be at the rates set forth in attachments 2 and 3 of Appendix C.</p> <p>42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p>

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	<p>42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.</p> <p>42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.</p>
<p>43. Taxes and Duties</p>	<p>The tax obligations shall be according to the prevailing law of Nepal. The consultant is fully responsible for any kind of tax obligations unless specified in SCC.</p>
<p>44. Currency of Payment</p>	<p>Any payment under this Contract shall be made in the currency (ies) specified in the SCC.</p>
<p>45. Mode of Billing and Payment</p>	<p>45.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <u>Advance payment.</u> Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.</p> <p>(b) <u>The Itemized Invoices.</u> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p> <p>(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the</p>

	<p>Consultant, the Client may add or subtract the difference from any subsequent payments.</p> <p>(d) <u>The Final Payment</u>. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.</p> <p>(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
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G. FAIRNESS AND GOOD FAITH

<p>47. Good Faith</p>	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Nepal.
4.1	The language is: English/Nepali.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: SheLeads Skills and Empowerment Project Project Management Unit Oasis Complex, Patan Dhoka, Lalitpur, Nepal. Phone: 01-5423772</p> <p>Attention: Mr. Maneesh Pradhan, Country Director, Helvetas Nepal E-mail (where permitted): npl.sheleads@helvetas.org Consultant: _____ _____</p> <p>Attention: _____ Facsimile: _____ E-mail (where permitted): _____</p>
8.1	The Lead Member on behalf of the JV is: <u>Not Applicable</u>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Maneesh Pradhan, Country Director</p> <p>For the Consultant: [name, title] _____</p>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be two months.
13.1	<p>Contract signing : as per award letter</p> <p>Confirmation of key experts' availability : 7 (seven) days from contract signing</p>

	<p><i>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</i></p> <p>Commencement of Services : upon approval of key experts.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be [12 months from the signing date].</p>
21 b.	<p>The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p>
23.1	<p>No additional provisions.</p>
24.1	<p>The insurance coverage against the risks shall be as follows: The consultant will be responsible for taking out any appropriate insurance coverage.</p> <p>(a) Professional liability insurance coverage: as per prevailing rule of Government of Nepal</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage <i>in accordance with the applicable law in the Client's country;</i></p> <p>(c) Third Party liability insurance, with a minimum coverage <i>in accordance with the applicable law in the Client's country;</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	<p>The Consultant shall not use the materials developed and the data collected for purposes unrelated to this Contract without the prior written approval of the Client.</p>
41.2	<p>The ceiling in foreign currency or currencies is: Not Applicable</p>

	<p>The ceiling in local currency is: _____ [insert amount and currency] indicate: inclusive or exclusive] of VAT.</p> <p>VAT chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</p>
42.3	Price adjustment on the remuneration: Not applicable
43.1	<p>VAT: as per GoN rule</p> <p>TDS: as per GoN rule, deduction each payment to consultant by the client.</p>
44.1	The currency of payment shall be the following: Nepalese Rupees (NPR)
45.1(a)	Advance payment and the advance payment guarantee: Not applicable
45.1(b)	<p>The payment schedule:</p> <p>The outcome price comprises the direct training cost and % of incentive based on the categories of trainees enrolled. The RFP has considered estimated average 45% of incentives and 88% of gainful employment rate. The payment to the T&Es will be made as per actual composition of trainees enrolled and actual gainful employment rate determined by final income and employment verification done by project.</p> <p>The consulting firm will be paid as per following schedule:</p> <ul style="list-style-type: none"> • First installment: After initiating the training implementation and submission of list of enrolled trainees (10% of outcome price) • Second installment: After submission of training completion report (40% of outcome price); and • Third installment: After 6 months job placement and joint income and employment verification reports along with skill testing report and project completion report (50% of outcome price). This instalment will be paid only for those trained people who are gainfully employed. <p>Tax shall be applied as per GoN rules.</p>
45.1(e)	<p>The accounts are:</p> <p>for local currency: [to be mentioned after contract finalization].</p>

IV. APPENDICES

APPENDIX 1: SELF-CERTIFICATION FORM

Self-Certification Form

This self-certification form is to be completed by the applicant. The applicant shall submit the completed form together with the proposal to the procuring entity [provide email address]. Instructions for completing this form are provided below.

Full Legal Name of Applicant:	
Full Legal Name of Applicant's Legal Representative and position:	
Title of Procurement:	
Date:	

I hereby certify that I am the authorized representative of [Name of the applicant], as well as that the information provided above is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may result in sanctions and remedies, including the permanent ineligibility to participate in HELVETAS-financed and/or HELVETAS-managed activities and operations, in accordance with the HELVETAS Procurement Policy, HELVETAS Code of Conduct for Contracted Parties and other applicable HELVETAS policies and procedures.

Authorized Signature: _____ Date: _____

Printed Name of Signatory: _____



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- The applicant certifies that itself, its proprietor(s), agents have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices in connection with the present procurement process.
- The applicant declares that the following criminal convictions, administrative sanctions and/or temporary suspensions have been imposed on the applicant and/or any of its directors, partners, proprietors, key personnel, agents:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to applicant)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

- The applicant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents have **NOT** engaged in acts of sexual harassment, sexual exploitation and abuse in connection with the present procurement process and this contract.
- The applicant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents are **NOT** subject to a criminal conviction, administrative sanctions and/or temporary suspensions for engaging in acts of sexual harassment, sexual exploitation and abuse.



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- The applicant certifies that itself, its proprietor(s), agents have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:
- Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;
- Do not have any actual or potential, and do not reasonably appear to have, the same legal representative as another applicant for purposes of this bid or execution of the contract;
- Do not have any actual or potential, and do not reasonably appear to have, a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;
- Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and
- Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.
- [To be completed only if the previous boxes were not checked]**
The applicant declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s) affected.]

- The applicant certifies that **NO** gratuities, fees, commissions, gifts or anything else of value have been paid or exchanged or are to be paid or exchanged with respect to the present bidding process.

OR

- [To be completed only if previous box was not checked]**
The applicant declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present bidding process:

[Name of Recipient/Address/Date/Reason/Amount]
[Name of Recipient/Address/Date/Reason/Amount]
[Name of Recipient/Address/Date/Reason/Amount]

- The Contractor acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this Self-Certification Form throughout the duration of the Contract.