



Government of Nepal

Reference No.: SKILLS/IC/002/2020 (Re-Bid)

## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

### National Consultant as a TVET Specialist for SKILLS Programme

Date: 11 August 2020

**Country: NEPAL**

**Description of the assignment:** As per the attached Terms of Reference (ToR) – Annex 1.

**Project/Unit name:** Support to Knowledge and Lifelong Learning Skills (SKILLS) Programme

**No. of Consultants:** 1 (one)

**Period of assignment/services (if applicable):** 90 working days from the date of contract (till 31 December 2020)

Proposal should be submitted via email in the address: [info@skills.gov.np](mailto:info@skills.gov.np) or in sealed envelopes through courier mail or in hand to **SKILLS Programme, Tara House Sanepa**, not later than **1700 hours (Nepal Standard Time) on 25 August 2020 mentioning reference No. SKILLS/IC/002/2020 (Re-Bid) – National Consultant as a TVET Specialist for SKILLS Programme.**

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail: [info@skills.gov.np](mailto:info@skills.gov.np) mentioning Procurement Notice Ref: SKILLS/IC/002/2020 (Re-Bid): **National Consultant National Consultant as TVET Specialist**, on or before **20 August 2020**. The SKILLS will respond in writing, including an explanation of the query without identifying the source of inquiry, to all consultants or via bulletin published on the UNDP website: <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>. Inquiries received after the above date and time shall not be entertained.

#### 1. BACKGROUND

The Support to Knowledge and Life-Long Learning Skills (SKILLS) Programme is a joint policy project running under the National Implementation Modality of UNDP following a bilateral agreement with the Government of Nepal/Ministry of Education, Science & Technology (MoEST) (hereinafter referred to as 'SKILLS') was signed on 6<sup>th</sup> April 2015. The assistance has now been extended to December 2020.

This programme has been designed to suggest pragmatic policy reform initiatives, develop integrated National TVET management information system (MIS), enhance private sector engagement in TVET and come up with policy on entrepreneurship and keeping women in the workforce. It also aims to help increase quality assurance and knowledge networking and governance of TVET programmes and services of MoEST, which is also the implementing agency of the programme.

The planned outcomes of the project are: (a) Develop an integrated TVET Policy and Contribute to policy

design that can help bring about good governance in the entire TVET sector, (b) To run Technical and Vocational Education and Training (TVET) programmes by consolidating all the resource under TVET Fund through SWAp, (c) To link technical education and vocational training with higher education, (d) Strengthen TVET-MIS, monitoring and evaluation system, and (e) Support to carry out province-level skill mapping and develop local level TVET strategic plan.

## 2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

For detailed information, please refer to the Terms of Reference – ToR (Annex 1)

## 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

### I. Academic Qualifications:

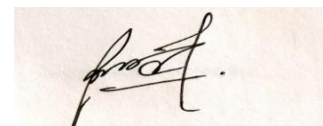
- Completion of Master's Degree in Public Policy, Economics, TVET related subject, Education or any other relevant area from a reputed university.

### II. Years of experience:

- At least 7 years of relevant work experience in the management and leadership of TVET programmes and services in Nepal or elsewhere;
- Strong background in training, education and research, and thorough knowledge of Nepal's TVET development initiatives, policies, programmes and mechanism of services are deemed essential for this position.
- Experience of working with government ministries, private sector and development agencies/partners will add value.
- Good knowledge of statistical tools and analytical skills;
- Advanced computer application skills, data management, reporting and presentation skills are essential for the functions of the job

### Competencies:

- Promotes sharing of knowledge and experience, and actively works towards continued personal learning and development;
- Ability to go beyond established procedures and models, propose new approaches which expand the range of projects;
- Builds strong relationships with all partner, focuses on impact and results and responds positively to critical feedback;
- Consistently approaches work with energy and a positive, constructive attitude;
- Proven networking, team building, organizational and communication skills;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Ability to work in a multi-cultural team environment with a positive attitude;
- Basic knowledge of UN values and ethical standards.



#### 4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

**Interested individual consultants must submit the following documents/information to demonstrate their qualifications:**

- Offeror's Letter to SKILLS Confirming Interest and Availability for the Individual Contractor (IC) Assignment
- A cover letter with a brief presentation of your consultancy explaining your suitability for the work;
- A brief methodology on how you will approach and conduct the work

**Note:**

- a) Applicants of 65 years or more require full medical examination and statement of fitness to work to engage in the consultancy.
  - b) The candidate has to be an independent consultant (If the candidate is engaged with any organization, the organization employing the candidate will be issued with a Reimbursable Loan Agreement (RLA) to release the employee for the consultancy with UNDP.)
  - c) Due to sheer number of applicants, the procurement unit will contact only competitively selected consultant.
- **Financial Proposal**
  - **Personal CV including past experience in similar projects and at least 3 references**

#### 5. FINANCIAL PROPOSAL

- **Lump sum contracts**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

#### 6. EVALUATION

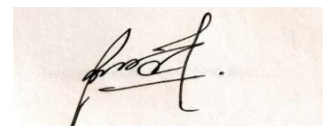
Individual consultants will be evaluated based on the following methodologies:

*Cumulative analysis*

*When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:*

- a) responsive/compliant/acceptable, and*
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.*

*\* Technical Criteria weight; 70%*



\* Financial Criteria weight; 30%

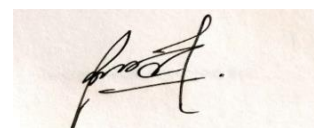
Only candidates obtaining a minimum of 49point would be considered for the Financial Evaluation

<b>Criteria</b>	<b>Weight</b>	<b>Max. Point</b>
<u>Technical</u>		
<ul style="list-style-type: none"> <li>• <b>Criteria A – Qualification:</b> Completion of Master’s Degree in Public Policy, Economics, TVET related subject, Education or any other relevant area from a reputed university</li> </ul>	10%	10
<ul style="list-style-type: none"> <li>• <b>Criteria B– Experience:</b> At least 7 years of relevant work experience in the management and leadership of TVET programmes and services in Nepal or elsewhere</li> </ul>	10%	10
<ul style="list-style-type: none"> <li>• <b>Criteria C:</b> Strong background in training, education and research, and thorough knowledge of Nepal's TVET development initiatives, policies, programmes and mechanism of services are deemed essential for this position</li> </ul>	20%	20
<ul style="list-style-type: none"> <li>• <b>Criteria D:</b> Submission of work plan incorporating the proposed methodology, approach and implementation proposed by the Individual Contractor</li> </ul>	10%	10
<ul style="list-style-type: none"> <li>• <b>Criteria E:</b> Experience of working with government ministries, private sector and development agencies/partners will add value &amp; Good knowledge of statistical tools and analytical skills.</li> </ul>	20%	20
<u>Financial</u>	30%	30

Contract will be awarded to the technically qualified consultant who obtains the highest combined scores (financial and technical). The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered} *}{\text{Bid of the Consultant}} \times 30$$

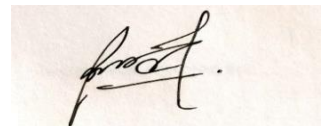
\* “Lowest Bid Offered” refers to the lowest price offered by Offerors scoring at least 70% points in technical evaluation.



## **ANNEX**

### **ANNEX 1- TERMS OF REFERENCES (TOR)**

### **ANNEX 2- GENERAL TERMS AND CONDITIONS**

A handwritten signature in black ink on a light-colored, textured background. The signature is stylized and appears to be a name followed by a period.



**Government of Nepal, Ministry of Education, Science and Technology**  
**United Nations Development Programme**  
**Support to Knowledge and Lifelong Learning Skills (SKILLS)**  
**Programme**

**TERMS OF REFERENCE**



Empowered lives.  
Resilient nations.

## I. Position Information

**Title:** TVET Specialist (National)

**Purpose:** SKILLS project has recently accomplished an ambitious skill mapping exercise in Sudurpaschim province. This exercise has revealed a picture of both the supply of and demand for human resources in sectoral occupational skills and job opportunities at the local levels. This exercise has laid on inclusive growth reflecting upon need for people's better livelihood in their own villages or communities. The data generated by the mapping exercise demonstrate a disaggregated current status and future need of skilled human resources at all the 88 local levels of all nine districts in the province. The main purpose of this assignment is to contribute to support COVID-19 affected migrants' skill mapping exercise to generate hands-on information on the current capability of the migrants and to best utilize migrants skills at local communities.

**Reports to:** National Programme Manager (NPM)

**Duty Station:** Kathmandu, Nepal

**Duration of Assignment:** 90 days from the date of contract

**Expected Places of Travel:** Within and outside Kathmandu Valley

**Provision of Support Services:**

Office space Yes ☒ No ☐

Equipment (laptop etc.) Yes ☒ No ☐

Secretarial Services Yes ☐ No ☒

Other Assisting staff/s Yes ☐ No ☒

Signature of the Budget Owner: .....

## II. Background Information

The Support to Knowledge and Life-Long Learning Skills (SKILLS) Programme is a joint policy project running under the National Implementation Modality of UNDP following a bilateral agreement with the Government of Nepal/Ministry of Education, Science & Technology (MoEST) (hereinafter referred to as

'SKILLS') was signed on 6<sup>th</sup> April 2015. The assistance has now been extended to December 2020.

This programme has been designed to suggest pragmatic policy reform initiatives, develop integrated National TVET management information system (MIS), enhance private sector engagement in TVET and come up with policy on entrepreneurship and keeping women in the workforce. It also aims to help increase quality assurance and knowledge networking and governance of TVET programmes and services of MoEST, which is also the implementing agency of the programme.

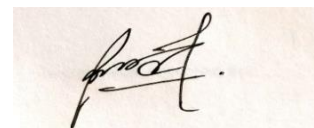
The planned outcomes of the project are: (a) Develop an integrated TVET Policy and Contribute to policy design that can help bring about good governance in the entire TVET sector, (b) To run Technical and Vocational Education and Training (TVET) programmes by consolidating all the resource under TVET Fund through SWAp, (c) To link technical education and vocational training with higher education, (d) Strengthen TVET-MIS, monitoring and evaluation system, and (e) Support to carry out province-level skill mapping and develop local level TVET strategic plan.

### **III. Purpose and Objectives of the Assignment**

The main purpose of this assignment is to contribute to support COVID-19 affected migrants' skill mapping exercise to develop hands-on information on the current capability of the migrants. This exercise is subject to answer the questions: (i) Where do the migrants live? (ii) What occupational skill standards do they have right now? and (iii) What are areas of interests of the migrants? These questions will help not only record the exiting status of skills of the migrants, but also it provides snapshot information on the supply side of skills availability at the Local Levels. Thus, the objectives of the assignment are of two folds; (i) to collect and analyse data in order to enable migrants in the Sudurpachim Province and other COVID-19 affected provinces to transform their prior workplace-based knowledge and skills in their own communities effectively and efficiently, and (ii) to contribute to the recovery process by generating self-employment and employment opportunities at the local community levels.

The global pandemic of COVID-19 has adversely affected the economic and social prospects of various Nepali communities. Particularly, the lives of families of recently migrated people of Sudurpachim Province look to be very grim owing to this global malaise. SKILLS project has recently accomplished an ambitious skill mapping exercise in Sudurpachim province. This exercise has revealed a picture of both the supply of and demand for human resources in sectorial occupational skills and job opportunities at the local levels. Thus, the main purpose of this assignment is to provide technical support to contribute to the process of tracking migrants' current skills through skill mapping exercise in the affected provinces. This new scenario is radically impacting the livelihood of the migrants. In order to design new and innovative skills training programs targeting the migrants, a timely and accurate information about the migrants' current capabilities. The data and information to be focused on COVID-19 is to generate the data on current capabilities and future livelihood of the migrants.

In addition, the TVET Specialist will support to implement TVET Policy localization and facilitate for its effective implementation. Similarly, the specialist will support to develop and operationalize the TVET Fund and SWAp. The specialist will also be responsible for coordinating and reviewing of data compilation and analysis of COVID-19 affected Migrants' profile, TVET MIS, Skills mapping web portal and TVET related reports.



#### IV. Job Description

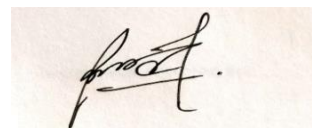
The Specialist will work directly under the supervision of National Project Manager (NPM), and in close coordination with the National Project Director (NPD), CTEVT, and the Portfolio Manager-UNDP for the programme. The TVET Specialist involved in this assignment will have to design appropriate method for achieving the assigned tasks. Particularly, the specific responsibility are as follows:

- a) Provide technical support to the process of tracking migrants' current skills through skill mapping exercise in the COVID-19 affected provinces.
- b) Work extensively for laying foundations for effective data management for the new National Education Policy, 2019 to facilitate its implementation.
- c) Provide support to develop work-based learning TVET programmes for creating self-employment and employment opportunities to prepare migrants' families and communities in order to mitigate the new challenges occurred through COVID-19.
- d) Prepare concept notes, ToRs and evaluation criteria for the engagement of experts/consultants for various services to be procured.
- e) Support to organize consultative meetings, interactions, focus group discussions and workshops on migrants' data and information, and TVET related activities at all levels.
- f) Support to strengthen and upgrade TVET MIS system with synchronized data of the line ministries.
- g) Provide technical support to strengthen and upgrade the GIS based digital portal of SKILLS Mapping of Sudurpaschim Province.
- h) Develop TVET factsheets, infographics and reports based on Skill mapping data of migrants in Sudurpaschim Province and other COVID-19 affected provinces.
- i) Provide technical support to carry out M&E activities and required reports (result tracker, quarterly/annual reports and quality assurance documents).
- j) Prepare quarterly progress reports and submit to the National Project Manager and UNDP Portfolio Manager.
- k) Develop TVET factsheets, infographics and reports based on Skill mapping data of Sudurpaschim Province.
- l) Maintain gender equality and social inclusion sensitivity in all aspects of the work.
- m) Other related tasks as assigned by the National Project Manager (NPM).

#### V. Deliverables/Final Products

By the end of the assignment period, the consultant will deliver the following:

- a) Report of COVID-19 affected migrants' profile on (i) Where do the migrants live? (ii) What occupational skill standards do they have right now? and (iii) What are areas of interests of the migrants?
- b) TVET factsheets, infographics and reports based on Skill mapping data of migrants in Sudurpaschim Province and other COVID-19 affected provinces.
- c) Concept notes, ToRs and evaluation criteria developed for the engagement of experts/consultants for various services to be procured.
- d) Report of strengthened and upgraded TVET MIS system with synchronized data of the line ministries
- e) Report of strengthened and upgraded GIS-based digital portal of SKILLS Mapping of Sudurpaschim Province.
- f) TVET factsheets, infographics and reports develop based on Skill mapping data of Sudurpaschim Province.
- g) M&E reports (result tracker, quarterly/annual reports and quality assurance documents).





## VI. Consultant Inputs and Time frame

The assignment will be of a total of 90 working days stretched over till December end 2020 to be effective from the date of contract as an Individual consultant. Proposed tasks to be accomplished within the time frame for the assignments are as follows:

SN	Activity	Number of Day
1	Develop a report of COVID-19 affected migrants' profile of Sudurpaschim Province on (i) Where do the migrants live? (ii) What occupational skill standards do they have right now? and (iii) What are areas of interests of the migrants?	30 days
2	Develop TVET factsheets, infographics and reports based on Skill mapping data of migrants in Sudurpaschim Province and other COVID-19 affected provinces.	15 days
3	Prepare concept notes, ToRs, evaluation criteria, for the engagement of experts/consultants for various services to be procured.	10 days
4	Strengthen and upgrade TVET MIS system with synchronized data of the line ministries	15 days
5	Provide technical support to strengthen and upgrade the GIS based digital portal of SKILLS Mapping of Sudurpaschim Province.	5 days
6	Develop TVET factsheets, infographics and reports based on Skill mapping data of Sudurpaschim Province and national TVET MIS.	5 days
7	Provide technical support to carry out M&E activities and required reports (result tracker, quarterly/annual reports and quality assurance documents).	10 days
	<b>Total</b>	<b>90 days</b>

Mode of Payment to the Expert\*:

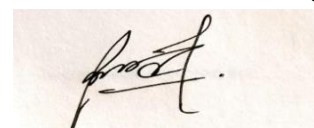
Upon submission and approval of conceptual work-plan	20%
Upon submission, sharing/presentation and approval of draft report	50%
Upon submission and approval of final report and final products	30%

*\*Tax/vat will apply as per rules of Government of Nepal.*

### Recruitment Qualifications and Competencies:

#### Education

Completion of Master's Degree in Public Policy, Economics, TVET related subject, Education or any other relevant area from a reputed university.



## **Competencies**

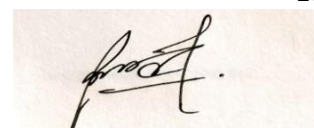
- Promotes sharing of knowledge and experience, and actively works towards continued personal learning and development;
- Ability to go beyond established procedures and models, propose new approaches which expand the range of projects;
- Builds strong relationships with all partner, focuses on impact and results and responds positively to critical feedback;
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- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Ability to work in a multi-cultural team environment with a positive attitude;
- Basic knowledge of UN values and ethical standards.

## **Experience:**

- At least 7 years of relevant work experience in the management and leadership of TVET programmes and services in Nepal or elsewhere.
- Strong background in training, education and research, and thorough knowledge of Nepal's TVET development initiatives, policies, programmes and mechanism of services are deemed essential for this position.
- Experience of working with government ministries, private sector and development agencies/partners will add value.
- Good knowledge of statistical tools and analytical skills;
- Advanced computer application skills, data management, reporting and presentation skills are essential for the functions of the job.

## **Language Proficiency:**

Fluency in written and spoken Nepali and English. Writing ability in English should be such that materials can be considered final with minimal or no subsequent editing.

A handwritten signature in black ink, appearing to be 'Prof.' followed by a stylized name, on a light-colored background.

**OFFEROR'S LETTER TO SKILLS  
CONFIRMING INTEREST AND AVAILABILITY  
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

**SKILLS/IC/002/2020 9Re-Bid): National Consultant as TVET Specialist for SKILLS Programme**

Date \_\_\_\_\_

Support to Knowledge and Lifelong Learning Skills  
Tara House  
Sanepa, Lalitpur, Nepal

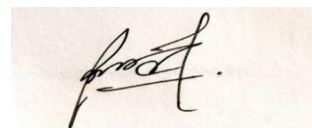
Dear Sir/Madam:

I hereby declare that:

I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of **National Consultant as TVET Specialist for Support to Knowledge and Lifelong Learning Skills (SKILLS) Programme**.

I have also read, understood and hereby accept General Conditions of Contract for the Services;

- A) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- B) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3.
- C) I hereby propose to complete the services based on the following payment rate:
- ☐ A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- D) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- E) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to SKILLS review, acceptance and payment certification procedures;
- F) This offer shall remain valid for a total period of \_\_\_\_\_ days *[minimum of 90 days]* after the submission deadline;
- G) If I am selected for this assignment, I shall *[please check the appropriate box]:*
- ☐ Sign an Individual Contract with SKILLS;



- ☐ Request my employer *[state name of company/organization/institution]* to sign with SKILLS a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:
- 

- H) I fully understand and recognize that SKILLS is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that SKILLS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- I) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.
- J) Do you have any objections to our making enquiries of your present employer?  
YES ☐ NO ☐
- K) Are you now, or have you ever been a permanent civil servant in your government's employ?  
YES ☐ NO ☐ If answer is "yes", WHEN?
- L) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

- M) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?  
YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

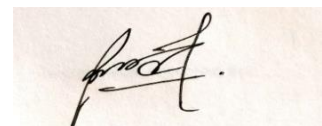
I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of SKILLS.

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**Annexes *[please check all that applies]:***

- ☐ CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

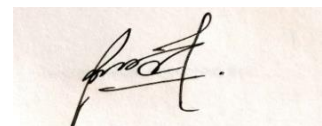
**BREAKDOWN OF COSTS<sup>1</sup>  
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

**A) Breakdown of Cost by Components:**

Cost Components	Quantity	Unit Cost (NPR)	Total for the Contract Duration (NPR)
<b>I. Personnel Costs</b>			
Professional Fees	90 days		
Life Insurance	-		
Medical Insurance	-		
Communications	N/A		
Land Transportation	N/A		
Others (pls. specify)			
<b>II. Travel<sup>2</sup> Expenses to Join duty station</b>			
Round Trip Airfares to and from duty station	N/A		
Living Allowance	N/A		
Travel Insurance	N/A		
Terminal Expenses	N/A		
Others (pls. specify)	N/A		
<b>III. Duty Travel**</b>			
Round Trip Airfares	N/A		
Living Allowance	N/A		
Travel Insurance	N/A		
Terminal Expenses	N/A		
Others (pls. specify)	N/A		
<b>Total</b>			
<b>Field visits outside duty station</b>			Applicable travel cost for field missions outside duty station, if any will be borne by SKILLS Programme.

<sup>1</sup> The costs should only cover the requirements identified in the Terms of Reference (TOR)

<sup>2</sup>Travel expenses are not required if the consultant will be working from home.

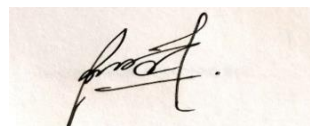


**\*\*Note:** SKILLS will provide the travel cost and DSA as per UNDP's rules upon the travel approval of SKILLS if individual consultant requires to travel out of Kathmandu Valley.

**B) Breakdown of Cost by Deliverables\***

<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Amount in NPR</b>
Upon submission and approval of conceptual work-plan with communication Strategy	20%	
Upon submission, sharing/presentation and approval of draft report	50%	
Upon submission and approval of final report and final products	30%	
Total	100%	NPR.....

*\*Basis for payment tranches*

A handwritten signature in black ink, appearing to be 'Prof.', is written on a light-colored rectangular background.

**GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK**

**1. Force Majeure**

Without prejudice to their rights the SKILLS and the party shall not be held responsible nor suffer any financial loss should the performance of the party be delayed or prevented by an event of Force Majeure, which shall include, but not limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of the signing of this contract. In event of an occurrence of the Force Majeure, either party shall notify the other of the event or during such event the rights and obligations of either party shall automatically be suspended.

**2. Arbitration**

Any dispute arising out of or in connection with this task not settled by mutual understanding shall be submitted to arbitration to three arbitrators. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

**3. Termination**

Either party may terminate this contract at any time by giving the other party fourteen (14) days notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by SKILLS on a pro rata basis.

**4. Law Applicable**

This contract shall be governed by the law of Government of Nepal and project guidelines.

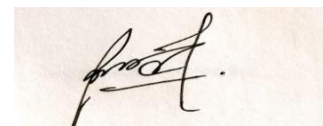
**5. Independent Relationship**

Nothing contained in the contract shall be construed as establishing or creating SKILLS and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis SKILLS.

**6. Party's General Responsibilities**

The party shall carry out services under this contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.

- a) The party shall act at all times so as to protect, and not be in conflict with the interests of Government of Nepal.
- b) The party shall be responsible for the professional and technical services provided by him/her in the implementation of this task.

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**7. Workmen's compensation and other insurance**

The party shall provide and there after maintain insurance against all risk in respect of its property and any equipment used for the execution of this contract. The party shall make his/her own arrangements regarding insurance for the medical expenses and for an accident, death and permanent disability for the period of this contract. All costs involved will be borne by the party.

**8. Source of Instruction**

The party shall neither seek nor accept instructions from any authority other than SKILLS and UNDP's authorized agent in connection with the work under the contract.

**9. Prohibition on conflicting activities**

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of SKILLS in respect of this project.

**10. Officials not to benefit**

The party warrants that no UNDP or SKILLS official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

**11. Assignment**

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without prior written approval of SKILLS.

**12. Records, Accounts, Information and Audit**

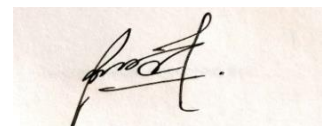
- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to SKILLS and UNDP any records or information, oral or written, which SKILLS may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow SKILLS and UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

**13. Language**

Unless otherwise specified in the task, English language shall be used by the party in all written communications to SKILLS with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.

**14. Confidential Nature of Documents**

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the party under this task be the property of SKILLS, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this grant. Under no circumstances shall

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the contents of such documents or data be made known to any unauthorized person without written approval of SKILLS. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and universities record.

#### **15. Amendments**

The terms and conditions of this task may amend only in writing signed by both parties to this task or their duly authorized representatives.

#### **16. Obligation to inform SKILLS of changes in conditions**

The party shall promptly and fully notify SKILLS in writing of any conditions which interferes, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, SKILLS shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances.

#### **17. Taxation**

The party shall be liable for any tax levied on the fee paid as per this task. Income tax on the remuneration and allowances paid to the party will be deducted at source.

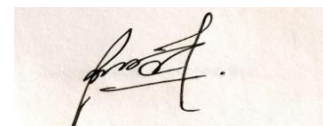
#### **18. Right of SKILLS**

In case of failure by the party to fulfill its obligations under the terms and conditions of execution of task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, SKILLS may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event SKILLS may hold the party responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the services.
- c. Cancel the contract without any liability for termination charges or any other liability of any kind of SKILLS.

#### **19. Late Delivery**

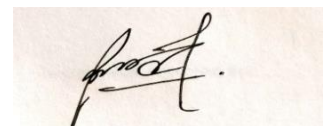
Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with SKILLS to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the party's cost (unless the delay is due to Force Majeure), if reasonably so requested by SKILLS.

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## **20. Settlement of Disputes**

### **Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, the task or the breach, termination or invalidity thereof.

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