



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

National Consultant as a Communication and Reporting Expert

Reference No.: SKILLS/IC/001/2020 (Re-Bid)

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 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/001/2020 (Re-Bid) – National Consultant as a Communication and Reporting Expert** 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 mentioning Procurement Notice Ref: SKILLS/IC/001/2020 (Re-Bid): **National Consultant National Consultant as a communication and reporting Expert**, 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 6th 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 At least a masters' degree in mass communication, journalism, English, social sciences or any other relevant area from a reputed university.

II. Years of experience:

- At least 5 years of professional experience in the national media, including communications and reporting related work in corporate houses, government and donor-funded projects in Nepal or elsewhere;

Competencies:

- Strong ability in professional writing, grammar skills and editing of documents.
- Well versed with computer applications like words, excel, power point etc.
- Working knowledge of publishing and communications tools.
- Ability to produce quality materials and work in given deadlines.
- Concentration, accuracy and professionalism in the delivery of products and services.
- Ability to archive and maintain documentations.
- Knowledge of TVET sub-sector and UN's values and ethical standards.

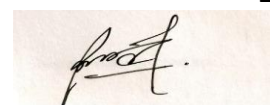
4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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 SKILLS.)



c) Due to sheer number of applicants, the SKILLS 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

Criteria	Weight	Max. Point
<u>Technical</u>		
<ul style="list-style-type: none">• Criteria A – Qualification: Completion of Master's in mass communication, journalism, English, social sciences or any other relevant area from a reputed university	10%	10
<ul style="list-style-type: none">• Criteria B– Experience: At least 5 years of professional experience in the national media, including communications and reporting related work in corporate houses, government and donor-funded projects in Nepal or elsewhere	10%	10
<ul style="list-style-type: none">• Criteria C: Strong ability in professional writing, grammar skills and editing of documents & Working knowledge of publishing and communications tools are deemed essential for this position	20%	20



<ul style="list-style-type: none"> • Criteria D: Submission of work plan incorporating the proposed methodology, approach and implementation proposed by the Individual Contractor 	10%	10
<ul style="list-style-type: none"> • Criteria E: Experience in ensuring GESI compliance in all aspects of his/her responsibilities and write appropriate reports with due considerations to GESI aspects and ability to prepare quality periodic reports (result tracker, quarterly/annual reports and quality assurance documents) and knowledge management products, documenting best practices in TVET sub-sector. 	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:

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

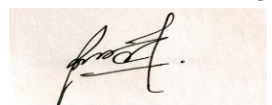
* “Lowest Bid Offered” refers to the lowest price offered by Offerors scoring at least 70% points in technical evaluation.



ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- GENERAL TERMS AND CONDITIONS

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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: Communication & Reporting Expert (National)

Purpose: The purpose of the assignment is to inform and disseminate the TVET components of the new National Education Policy, 2019 for improving policy coherence as well as its implementation by involving various stakeholders of TVET including public, private sector organizations and development partners.

It has become crucial to engage national and local media in the publication and production of COVID-19 affected migrants' data and reports. In addition, it is equally pertinent to develop features stories, documentaries and panel discussion on improving TVET Policy coherence and skill mapping exercise while assisting in increasing visibility of TVET Programmes in broadcast, print and online media.

Reports to: National Project Manager (NPM)

Duty Station: Kathmandu, Nepal

Duration of Assignment: 90 working days from the date of the 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 ☒

Support staff/s Yes ☐ No ☒

Signature of the Budget Owner:

II. Background Information

Background and Rationale:

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 6th 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 purpose of the assignment is to inform and disseminate the TVET components of the new National Education Policy, 2019 for improving policy coherence as well as its implementation by involving various stakeholders of TVET including public, private sector organizations and development partners.

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 Sudurpaschim Province look to be very grim owing to this global malaise. 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. 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 and in the dissemination of TVET component of the new National Education Policy, 2019 to facilitate its implementation.

The main objective of the assignment is to contribute to the process of tracking migrants' current skills through skill mapping exercise in the affected provinces. Secondly, providing technical support to collect data and information to be focused on COVID-19 affected lives and livelihood of the migrants. In addition, this assignment also includes different interventions to disseminate various initiatives carried out for the improvement of migrants' livelihood, TVET sub-sector, engage media in TVET policy dissemination and implementation processes and organize programmes/events at national, provinces and local levels for increasing visibility of various TVET related programmes. This will possibly create a conducive environment for migrants in particular and dissemination of TVET component of the new National Education Policy, 2019 in general and come up with the best strategy for its implementation. The suggested mediums of media interventions are: data collection, data analysis, skill-mapping, broadcast, audio, print, online and social media.

IV. Job Description

The Communication & Reporting Expert 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 expert involved in this assignment will have to design appropriate method for achieving the assigned tasks. The specific responsibility of the expert are as follows:



- a) Contribute 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 media engagement in the dissemination of TVET component of the new National Education Policy, 2019 to facilitate its implementation.
- c) Develop communication strategies at federal, province and local level for the implementation of TVET Policy.
- d) Develop public information materials to sensitize policy-makers, stakeholders, media and general public on migrants' current capabilities and aspects of TVET to respond them.
- e) Coordinate to develop Television or Radio or local FM programmes on the skill mapping of migrants, new TVET policy, TVET MIS and their implementation.
- f) Produce and disseminate reports on TVET best practices and innovation among internal and external audiences.
- g) Perform assigned tasks as GESI focal person by ensuring integration of various aspects of gender and social inclusion in all aspects of the projects' works and activities.
- h) Assist in M&E activities by conducting monitoring visits, writing periodic reports (result tracker, quarterly/annual reports and quality assurance documents), documentation of best practices in TVET sub-sector and helping publish knowledge management products.
- i) Prepare quarterly progress reports and submit to the National Programme Manager and UNDP Portfolio Manager.
- j) 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:

- k) Develop communication strategies to contribute to the process of tracking migrants' current skills through skill mapping exercise in the COVID-19 affected provinces.
 1. Coordinate to develop Television or Radio and or Local FM programmes on COVID-19 affected migrants' data and livelihood activities, the new TVET policy, TVET MIS and their implementation.
 2. Produce and disseminate reports on TVET best practices and innovation among internal and external audiences
 3. Ensure GESI compliance in all TVET related programmes and activities and write appropriate reports with due considerations to GESI aspects.
 4. Periodic reports (result tracker, quarterly/annual reports and quality assurance documents) and knowledge management products documenting best practices in TVET sub-sector. Archived research papers and publications for institutional memory.

VI. Consultant Inputs and Time frame

The assignment will be of total 90 working days stretched over 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 Days
1	Develop communication strategies at federal, province and local level for the collection data related to COVID-19 affected migrants of the provinces.	10 days
2	Coordinate to develop Television or Radio or Local FM programmes on tracking migrants' current skills through skill mapping exercise in the COVID-19 affected	30 days



	provinces, the new TVET policy, TVET MIS and their implementation.	
3	Produce and disseminate reports on migrants' skill mapping.	10days
4	Develop public information materials to sensitize policy-makers, stakeholders, media and general public on various areas and aspects of TVET.	10 Days
5	Ensure GESI compliance in all TVET-related programmes and activities and write appropriate reports with due considerations to GESI aspects. Periodic reports (result tracker, quarterly/annual reports and quality assurance documents) and knowledge management products documenting best practices in TVET sub-sector. Archive research papers and publications.	30days
	Total	90 days

Mode of Payment to the Expert*:

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%

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

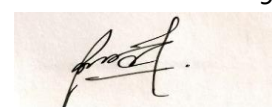
Recruitment Qualification and Competencies:

Qualification

At least a masters' degree in mass communication, journalism, English, social sciences or any other related area of study.

Competencies

- At least 5 years of professional experience in the national media, including communications and reporting related work in corporate houses, government and donor-funded projects.
- Strong ability in professional writing, grammar skills and editing of documents.
- Well versed with computer applications like words, excel, power point etc.
- Working knowledge of publishing and communications tools.
- Ability to produce quality materials and work in given deadlines.
- Concentration, accuracy and professionalism in the delivery of products and services.
- Ability to archive and maintain documentations.
- Knowledge of TVET sub-sector and UN's values and ethical standards.



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

**SKILLS/IC/001/2020 (Re-Bid): National Consultant as a Communication and Reporting Expert for
SKILLS**

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 communication and reporting expert 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.

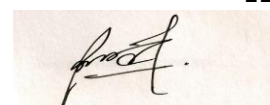
I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result 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.

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)

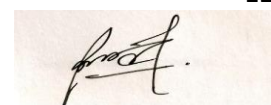
BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Components:

Cost Components	Quantity	Unit Cost (NPR)	Total for the Contract Duration (NPR)
I. Personnel Costs			
Professional Fees	90 days		
Life Insurance	-		
Medical Insurance	-		
Communications	N/A		
Land Transportation	N/A		
Others (pls. specify)			
II. Travel² Expenses to Join duty station			
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		
III. Duty Travel**			
Round Trip Airfares	N/A		
Living Allowance	N/A		
Travel Insurance	N/A		
Terminal Expenses	N/A		
Others (pls. specify)	N/A		
Total			
Field visits outside duty station			Applicable travel cost for field missions outside duty station, if any will be borne by SKILLS Programme.

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

²Travel 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*

Deliverables	Percentage of Total Price (Weight for payment)	Amount in NPR
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*



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 an 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.

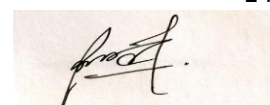
5. Independent Relationship

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 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

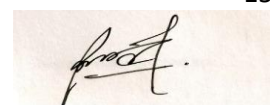
- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to SKILLS and UNDP any records or information, oral or written, which (*insert project name*) may reasonably 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.

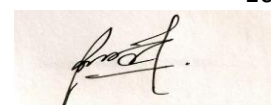
18. Right of SKILLS

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, *(insert project name)* 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

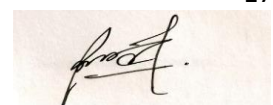
Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with SKILLS to determine the most expeditious means for delivering the services and (ii) 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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