

Request for Proposal

for the procurement of consulting services
for
**Assessing the Impact of Vocational Skills Training: A Tracer Study on
Career Progression, Employability, and Skill Acquisition**

RFP No: 001-SAMR/2023

Authorized Signature:



Office Stamp:

Issued by: SAMRIDDHI/Helvetas Nepal

Issued on: 08 July 2023



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Section 1: Letter of Invitation

REQUEST FOR PROPOSAL

Date of first publication: **08 July 2023**

Rural Enterprises and Remittances Project - SAMRIDDHI is a joint initiative of the Government of Nepal (GoN) and the International Fund for Agricultural Development (IFAD). Its strategic goal is 'Reducing poverty and achieving sustainable development through employment-focused, equitable and inclusive economic development'. SAMRIDDHI Project is implemented by the Ministry of Industry, Commerce and Supplies and funded by the International Fund for Agricultural Development (IFAD). The development objective is to contribute to developing viable Rural, Micro Cottage and Small Enterprises (RMSEs), in both farming and off-farming sectors, and provide sustainable sources of income to poor households, migrant families and returnees.

The sub-component 1.3 (Decent Jobs) aims to support 30,000 youth to be trained & employed. The objective of this sub-component is to provide quality skills relevant to local employment and enterprise opportunities to economically poor youths, to enable them to secure decent jobs and/or establish their skill based RMSE through Training and Employment Service Providers (T&Es). Helvetas Nepal is a key partner to provide Implementation Support (IS) or Technical Assistance (TA) for sub-component 1.3 (Decent Jobs) of SAMRIDDHI.

1. Samriddhi/Helvetas Nepal invites sealed Proposal from the eligible consulting firms for assessing the Impact of Vocational Skill Training: A Tracer Study on Career Progression, Employability, and Skill Acquisition.
2. The detailed RFP document can be obtained by downloading from below URLs.
 - i. <https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>
 - ii. <https://notice.helvetasnepal.org/>
3. The RFP includes the following documents:
 - i. Section 1 - Letter of Invitation or Notice
 - ii. Section 2 - Instructions to Consultants and Data Sheet
 - iii. Section 3 - Technical Proposal - Standard Forms
 - iv. Section 4 - Financial Proposal - Standard Forms
 - v. Section 5 - Terms of Reference (ToR)
 - vi. Section 6 – Conditions of Contract and contract forms
 - vii. Section 7 - Helvetas Anticorruption Policy
4. All the proposals must be submitted on or before **17 July 2023 latest by 5:00 PM**. Proposals/documents received after the deadline shall not be accepted.
5. Proposals will be opened in the presence of applicants/representatives who choose to attend at 03:00 PM on **18 July 2023**. Proposal must be valid for 90 days from the date of proposal submission deadline.
6. SAMRIDDHI/Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.

Sincerely yours,



Section 2: Instructions to Consultants (ITC) and Data sheet

A. Instructions to Consultants (ITC)

1. Applicable policy of this procurement a. Procurement policy of Helvetas Nepal and bilateral agreement between Government of Nepal and Donor agency.
2. Conflict of Interest a. The Consultant is required to provide professional, objective, and impartial advice, always 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.
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.
3. JV proposal a. As mentioned in Data Sheet.
4. Eligibility of consultant a. As mentioned in Data Sheet.
5. Evaluation criteria a. Eligibility criteria: as mentioned above (3) and in Data Sheet
Evaluation criteria: mentioned in Data Sheet
6. Clarification on RFP a. The consultant can contact in the address mentioned in Data sheet for clarification on clauses of the RFP
7. Proposal evaluation method a. Consultant selection method for this assignment shall be mentioned in Data Sheet.
b. Weightage of Technical and Financial proposal shall be mentioned in Data sheet.
8. Preparation of proposal a. The proposals (technical and financial) should be prepared as per Data sheet.
b. The consultant must attach the legal documents as mentioned in Data Sheet (4. eligibility criteria).
c. Proposal (Technical and financial) comprises the documents mentioned in the Data sheet.
d. Validity of proposal: all the proposals are valid for the period as mentioned in the Data sheet.
9. Submission of proposal a. The interested and eligible consultant shall send the proposal in the address mentioned in Data sheet.
b. The method (means of submission) shall be in accordance with Data sheet.
10. Taxes a. All applicable taxes within the territory of Nepal is consultant's liability.
b. TDS shall be deducted on each payment as per prevailing rule of Government of Nepal
11. Confidentiality a. The consultant shall not disclose the information/data and any matter that belongs to client without approval of client.
12. Insurance a. The consultant shall ensure the applicable insurance of human resources used in the service delivery in accordance with prevailing rule of Government of Nepal. In the case of failure to ensure of applicable insurances, the consultant shall be liable and responsible for indemnifying all kind of losses related to this.

B. Data Sheet (DS)

A. General	
ITC clause reference	
3.	JV proposal: Not applicable for this contract
4.	Eligibility Criteria: Mandatory legal documents required to submit by consultant are as follows: <ul style="list-style-type: none"> • Copy of valid firm registration • Copy of VAT registration certificate • Copy of latest tax clearance certificate
5.	Evaluation Criteria: <ul style="list-style-type: none"> • Firm's general experience (general experience means overall experience after legally establishment as entity) - 10 • Firm's specific experience (Specific experience means similar/relevant to the task or assignment specific) - 20 • Adequacy of the proposed work plan and methodology in responding to the TOR - 20 • Key expert's qualification & experience (general experience and specific experience) - 50 Pass marks of Technical Proposal: The consultant must score 60% of total marks allocated on technical proposal.
6.	Clarifications on RFP may be requested no later than 11 July 2023 till 5PM The contact information for requesting clarifications is: procurement.np@helvetas.org Responses to clarification of all queries shall be provided by 12 July 2023 till 5PM
7 (a). 7 (b).	Proposal evaluation method: Quality and Cost Based Selection (QCBS) Technical proposal: 80% and financial proposal: 20%
8 (c).	The Proposal shall comprise the following: The Technical Proposal: <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TPF-1 (3) TPF-2 (4) TPF-3 (5) TPF-4 The Financial Proposal: <ol style="list-style-type: none"> (1) FPF – 1 financial proposal form
8 (d)	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
9	The Consultant must submit proposal (technical and financial) in the following manner: Means of submission : via email to procurement.np@helvetas.org Form of submission : digital Maximum digital file size : 20 MB

Section 3: Technical proposal form

1. Firm's general experience (mention overall years of experience- all assignment completed till now in recent to old order) – TPF-1

(Provide here a brief description of the background and organization of your company not more than 500 words. Please list out your general experience in chronological order- most recent first)

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

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

(Please list out your specific experience related to this assignment in chronological order- most recent first)

SN	Assignment description	Assignment type	Contract Amount	Employer/Client Name
1				
2				
3				
4				
5				

3. Consultant's work schedule – TPF 3

(Please briefly describe your major planned activities for the implementation of the assignment and outline those activities in the given format below. 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.)

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

4. Specific experience of the key expert proposed by consultant -TPF 4

(Please list out your specific experience related to this assignment in chronological order (most recent first))

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

Note: Please provide detailed CVs of each expert.

Section 4: Financial proposal form

1. Financial proposal of the consultant – FPF1

S.N	Description	Qty.	Unit	Rate (Nrs.)	Total	Remarks
1	Cost of Experts					
1.1	Preparation and document review		Person day			
1.2	Questionnaire development and research plan		Person day			
1.3	Orientation to field enumerators		Person day			
1.4	Support in field		Person day			
1.5	Data analysis		Person day			
1.6	Draft report preparation		Person day			
1.7	Report finalization		Person day			
1.8	Finding sharing at different level		Person day			
	Sub-total					
2	Other Costs					
2.1	Field Enumerator		Person day			
2.2	Communication, photocopy and other cost		Lump sum			
2.3	DSA, Accommodation and Local Transportation		Lump sum			
2.4	Airfare if applicable		Trips			
2.5	Any other costs					
	Sub-total					
	Total					
	13% VAT					
	Grand Total					

Section 5: Term of Reference (ToR)

Assessing the Impact of Vocational Skills Training: A Tracer Study on Career Progression, Employability, and Skill Acquisition

1. BACKGROUND:

Rural Enterprises and Remittances Project - SAMRIDDHI is a joint initiative of the Government of Nepal (GoN) and the International Fund for Agricultural Development (IFAD). Its strategic goal is 'Reducing poverty and achieving sustainable development through employment-focused, equitable and inclusive economic development'. SAMRIDDHI Project is implemented by the Ministry of Industry, Commerce and Supplies and funded by the International Fund for Agricultural Development (IFAD). The development objective is to contribute to developing viable Rural, Micro Cottage and Small Enterprises (RMSEs), in both farming and off-farming sectors, and provide sustainable sources of income to poor households, migrant families and returnees.

The project is being implemented in a corridor approach in 16 districts namely Bara, Rautahat, Sarlahi, Mahottari, Dhanusha, Siraha, Saptari and Sindhuli from Janakpur Corridor and Bhojpur, Khotang, Udaypur, Sunsari, Morang, Dhankuta, Okhaldhunga and Terhathum from Koshi/Sagarmatha Corridor.

One of the major activities of the Project is a 1.3 sub-component termed a “decent job” for which HELVETAS Nepal, has been providing technical assistance to the project having decades of experience and expertise in managing vocational and skills development training through private sector training and employment service providers as implementing partners. HELVETAS Nepal as a key TA partner of the project provides Technical Assistance for implementing two of the skills training areas; i. market-based short-term vocational skills training through private sector training and employment service providers and ii. leading to apprenticeship training through Training Providers and the FNCCI- Province Offices and its member industries. The outcome of the project “Gainful Employment” is monitored through three months’ and six months’ post training verification. Now, the project has envisioned to assess the effectiveness of vocational training (TVET) under the project in providing graduates with the necessary skills and competencies to enter the job market. The tracer study aims to track the graduates' career progression and employment status, identify the skills they acquired during their training, and evaluate the quality and relevance of the vocational skills programs after their training cycle has been accomplished.

1.1 NEED FOR CONSULTING SERVICE

The SAMRIDDHI project, with the technical assistance of HELVETAS Swiss Intercooperation Nepal, aims to measure the success rate of employment and gainful income among graduates of Vocational Skills Training (VST) programs within a year after their training cycle. However, the project also recognizes the need to measure the effectiveness of TVET programs beyond the training cycle period and to identify areas for improvement, including policy gaps. To achieve this, the project plans to track the career progression and employment status of sampled graduates, identify the skills they acquired during their training, and evaluate the quality and relevance of the VST programs. The study population will be sampled from graduates of VST rounds I and II and Leading to Apprenticeship Model I and II across different occupations and sectors.

HELVETAS Nepal is providing the TA to the SAMRIDDHI project to implement sub-component 1.3. Considering the tasks in ques (3- and 6-Months income and employment verification of LAM 1, implementation of 2nd round LAM1 and LAM 2, TA for evaluating EOI of Vocational skill 3rd round) SAMRIDDHI/HELVETAS can't mobilize the existing human resources for conducting a tracer study as intense research. Thus, it has been proposed to use external source outsourcing consultancy services from individuals who have got tracer Study, research, TVET and/or private sector, enterprise and entrepreneurship experience in selecting the consultant/s from among the experts' roster of HELVETAS Nepal. The impact level assessment as the tracer study to be conducted on the graduates from Vocational Skills Training and Leading to Apprenticeship is an analytical research work, hence outsourcing the experienced consultant would be an appropriate strategy.

2. OBJECTIVES:

This consulting service has the following objective:

- Ascertain current employment and income status of graduates, disaggregated by relevant factors.
- Analyse career advancement based on income, profit, and self-enterprise volume assessing patterns of change in earnings/incomes.
- Identify challenges affecting employment sustainability and enablers/barriers faced by graduates, disaggregated by employment possibilities, micro-enterprises, and trainee characteristics.
- To analyse the enablers and barriers to quality training and employment support from the perspective of training providers, reflection from donor and stakeholders.
- Evaluate employer satisfaction with graduate skills and attitude and analyse graduate skills/competence from employer perspective.
- Identify proportion of graduates continuing to work in their trained occupation
- Assess sustained employment and income patterns and pay gap by relevant factors.
- Investigate skills training capacity gap and assess quality and relevance of various sectors/occupations.
- Identify high-income yielding occupations having greater sustainability potential.
- Analyse access of women to equal income opportunities and loan/grants, changes on family power dynamics after the skills training
- Analyse the diversity in beneficiary selection including women and DAG and if its evidence used on project planning and making strategic decisions.
- Analyse GESI related policy/strategy, guideline, and mechanism at partner level in TEVT sector.

3. SCOPE OF WORK:

The consultant will engage in consultation, study design development, data collection, analysis, interpretation of findings, and report finalization within the allotted timeframe. The final report, along with the presentation of findings and recommendations, will be shared with the project and relevant stakeholders as part of the concluding phase.

3.1 METHODOLOGY

The stratified sampling method will be applied to ensure that samples are drawn from all categories of skill among graduates. This includes occupation, geography, sector, age, gender, ethnicity, DAG group, and more. The methodology will involve conducting interviews with training providers, partners, job providers, and associations. Additionally, focus group discussions with stakeholders and on-site observations of graduates' working environments will also be carried out. To ensure a representative sample of the total population of graduates will be selected using random stratified sampling techniques, with each graduate having an equal chance of being selected. The study will also include disaggregated analysis of collected data to measure inter-group and intra-group variation in results, such as differences in income, employment duration, and employment percentage based on gender, caste, location, year, etc. Qualitative results will also be used to substantiate the issues identified through quantitative analysis. Overall, the SAMRIDDHI/HELVETAS study aims to assess the impact of VST on sustainable development for youth and their families by tracking graduates' employment status, career progression, further skills acquired, employers' feedback, continuity of further education, and the effectiveness of the apprenticeship model.

3.2. FIELD SITES TO BE VISITED

The consultant will be responsible to conduct the tracer study interviewing the sampled graduates and other stakeholders like donor, training providers, local government, employment providers, graduates etc. For the same, the consultant should visit different locations of the project implemented districts of Koshi, Madhesh and Bagmati Province during the assigned period.

Detail of the total Graduates are as follows:

Model- Round	Total	Remarks
VST-I	5,002	
VST-II	9,030	
LAM-I	797	
LAM-II	284	
Total	15,113	

4. TIMEFRAME:

The duration of the above consulting services is expected to be maximum of 2 months (expected period from 1 August 2023 to 30 September 2023). The consultant should accomplish the assigned tasks within the given period.

Phase 1: Planning and Preparation

Week 1: Consultation with the Project to define the scope, objectives, and research questions of the tracer study. Preparation of the study design, including the sampling strategy, data collection methods, and data analysis techniques. Submission of the study design and work plan to the project for review and approval.

Phase 2: Data Collection

Week 2: Selection of a representative sample of at least 454 graduates and development of data collection instruments (questionnaire and interview guide), and piloting with a small sample.

Week 3-6: Data collection with face-to-face interviews, focus group discussions, through phone interviews, monkey survey to collect information.

Phase 3: Data Analysis

Week 7: Data entry, cleaning, and analysis and Interpretation of the findings and preparation of the report.

Phase 4: Reporting and Recommendations

Week 8: Presentation of the findings and recommendations to the project and relevant stakeholder. Finalization of the report based on feedback.

5. OUTPUT OR DELIVERABLES:

The consulting assignment aims to deliver a tracer study report on graduates from vocational training programs, providing findings, analysis, and recommendations. The work plan spans maximum of 2 months. Through regular consultations and feedback sessions, knowledge transfer will occur between the consultant, project team, and stakeholders. Training/orientation sessions will facilitate understanding of the study design, data collection methods, and analysis techniques. The assignment's outcome will support evidence-based decision-making and contribute to sustainable development goals.

6. REPORTING REQUIREMENTS:

The reporting process for the consultant's work consists of three stages: draft and final completion report. In the inception stage, the consultant determines the sample population, develops data collection tools, and identifies training and employment providers. During the interim stage, data is collected from the selected sample through interviews, surveys, and discussions. In the final completion stage, the consultant analyzes the data, interprets the findings, and prepares a comprehensive report with recommendations for curriculum changes and improvements to the training approach and job placement process. The responsibility for reporting lies with the consultant, who submits the report to the Helvetas TA team.

The reporting process encompasses the stages of inception, interim, and final completion. In the inception stage, the consultant establishes the sample population and data collection tools. The interim stage involves data collection through interviews, surveys, and discussions. In the final completion stage, the consultant analyzes the

data, interprets the findings, and presents a detailed report with recommendations. The consultant is responsible for the reporting process and submits the report to the Helvetas TA team for review and consideration.

7. TEAM COMPOSITION:

The team should consist of at least two experts and other field enumerators. The proposed experts should have at least a master's degree in any discipline with at least 7 years of experience in relevant field like TVET and/or private sector, enterprise and entrepreneurship. At least one of the proposed experts should have knowledge and experience of tracer study and research related to vocational skills and employment.

8. PAYMENT MODEL AND BUDGET:

The total estimated budget for the assignment is approximately NRs.1,000,000 (NRs. One million only) to accomplish various tasks related to the tracer study. These tasks include remuneration for experts, field enumerators, and their associated costs, conducting field surveys of skilled graduates, organizing focus group discussions with relevant stakeholders, covering the cost of an expert for data analysis, and facilitating a workshop for reporting and sharing findings. The consulting team should provide a proposal that outlines the detailed activities and cost breakdown in the given format.

10% of the total contract amount shall be released upon signing of the contract and remaining 90% of the total contract will be released once the assignment is completed and final report is submitted.

Section 6: Conditions of contract and contract forms

A. Conditions of Contract (CoC)

1. Applicable rule a. Procurement manual of Helvetas Nepal and project bilateral agreement shall govern this procurement of service.
2. Scope of service a. as specified in the TOR
3. Completion service o a. The service should be completed by Consultant within 60 days from the date of contract commencement.

 b. Time extension of contract: can be extended for further period according to mutual understating based reasonable circumstances.

 c. Contract commencement date is and completion
4. Responsibility parties o a. Consultant should act according to the instruction of client based on the clauses of this contract.

 b. Consultant should not disclose confidential matters that belongs to client and misuse the client's information.

 c. Consultant should strictly follow the copyright and patent right policy of the client.

 d. Client regularly monitors the progress of consultant's activity
5. Payment terms a. 10% of the total contract amount shall be released upon signing of the contract and remaining 90% of the total contract amount will be released once the assignment is completed and final report is submitted.
6. Resolution dispute a. Any disputes arising during the contract execution shall be settled on mutual understanding.
7. Insurance a. The consultant shall ensure the applicable insurance of human resources used in the service delivery in accordance with prevailing rule of Government of Nepal.
8. TDS a. The applicable Tax Deduction at Source (TDS) shall be according to the prevailing rule of Government of Nepal.

B. Specimen of Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made on the day of the month of2023 between, on the one hand, SAMRIDDHI/Helvetas Nepal (hereinafter called the "Client") and, on the other hand, M/s (hereinafter called the "Consultant").

WHEREAS

- (1) the Client has requested the Consultant to assess the Impact of Vocational Skills Training: A Tracer Study on Career Progression, Employability, and Skill Acquisition as defined in this Contract (hereinafter called the "Services");
- (2) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (3) The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The conditions of contract
 - (b) The award letter
 - (c) Annexes:
 - Annex - A: Terms of Reference
 - Annex- B: Key Experts
 - Annex- C: Price schedule/ financial proposal
 - Annex-D: Helvetas code of conduct
4. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.
5. The duration of contract will be primarily from to The mutual agreement shall lead to extend further period as per requirement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

On behalf of Consultant

On behalf of Client

Name:
Designation:

Name:
Designation:

Witness:
Name:
Addresss:

Witness:
Name:
Addresss:



Section 7: Helvetas Anticorruption Policy



Code of Conduct for Contracted Parties

Final version February 2020

Scope of this Code of Conduct

HELNETAS Swiss Intercooperation (hereinafter HELNETAS) is a civil society organization for development and humanitarian response. We strive to empower people, so they can determine the course of their lives in dignity and security, using environmental resources in a sustainable manner. Our work is guided by the following values¹:

- Our engagement is based on solidarity and partnership.
- We work towards achieving human rights and upholding the principle of self-determined development.
- We are committed to social equity and strive for equal opportunities for men and women regardless of age, origin, language, religion, culture, mental and physical capacity, sexual orientation, or political convictions.
- Our collaboration with our partners is based on mutual respect for cultural values and principles
- We stand for development that balances economic viability, environmental appropriateness and social benefits.

The organizational values are the basis for the attitude, behavior and high standards that HELNETAS requests to be respected and adhered to by its employees.

Further, we expect that all individuals and institutions with whom HELNETAS 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 behavior that HELNETAS expects from consultants, services providers of goods and services, implementation partners, system partners and assisted organizations – 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 HELNETAS 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.

¹ Organisational Strategy HELNETAS Swiss intercooperation

The Components of the Code of Conduct

Loyalty and confidentiality and civic duty	<p>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.</p> <p>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.</p>
Use of competences, means and assets	<p>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.</p>
Culturally sensitive behaviour	<p>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.</p> <p>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.</p>
Inter-personal relations and professional conduct	<p>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.</p> <p>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.</p> <p>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.</p> <p>They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.</p>
Protection of children and youth	<p>Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child.²</p>

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

Mobbing and sexual harassment	Contracted parties, their employees and subcontractors abstain from mobbing ³ , sexual or sexist harassment ⁴ 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> <p>Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.</p>
Public appearances and use of non-public information	<p>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.</p> <p>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.</p>

³ **Mobbing** means to pick on, pester or exclude a person or a group systematically at work in verbal or non-verbal attacks which affect the physical or mental health as well as the self-esteem of the person(s) concerned

⁴ **Sexual or sexist harassment** is an action with sexual reference or undertones unwelcome to the person addressed. Sexual or sexist harassment can be expressed in the following ways: suggestive remarks; remarks about physical advantages or weaknesses or about sexual orientation; sexist talk and jokes in any form of verbal, written or non-verbal communication; sharing suggestive material over email or social media; ambiguous invitations; making bodily advances; making advances together with promises or threats of advantages or disadvantages at work.

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:

