

REQUEST FOR PROPOSALS

**Procurement of Consulting Services for
to develop Digitalization Blueprint for Ministry of
Labour Employment and Social Security and
Software Requirement Specifications for
prioritized components of**

**Nepal-Labour Market Information System
(N-LMIS)**

RFP No.: [ReMi/001/2025]

Issued by: Helvetas Nepal

Issued on: 28th January 2025

Authorized signature:



TABLE OF CONTENTS

A. REQUIREMENT INFORMATION AND SELECTION PROCEDURE

Section -1: Request for Proposal

Section-2: Instructions to Consultants (ITC)

Section-3: Data sheet (DS)

Section-4: Technical Proposal – Standard Forms

Section-5: Financial Proposal – Standard Forms

Section-6: Helvetas Fraud related Code of Conduct/Policies

Section-7: Terms of Reference (ToR)

B. CONTRACTUAL PROVISION AND CONTRACT TEMPLATES

Section-8: General conditions of contract (GCC)

Section-9: Special conditions of contract (SCC)

Section-10: Contract and other templates



Table of Contents

A. REQUIREMENT INFORMATION AND SELECTION PROCEDURE..... Error!
Bookmark not defined.

Section -1: Request for Proposal..... 1

Section -2: Instructions to Consultants (ITC)..... 2

Section -3: Data Sheet (DS) 5

Section -4: Technical Proposal – Standard Forms 7

Section -5: Financial Proposal – Standard Forms 13

Section -6: Helvetas Fraud Related Code of Conduct & Policies 15

Section -7: Terms of Reference (ToR) 19

B. CONTRACTUAL PROVISION AND CONTRACT TEMPLATES 36

Section-8: General conditions of contract (GCC)..... 37

Section-9: Special conditions of contract (SCC)..... 44

Section-10: Contract and other templates 45

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A. REQUIRED INFORMATION AND SELECTION PROCEDURE

Section -1: Request for Proposal



REQUEST FOR PROPOSAL

Date of first publication: 28th January 2025

The Reintegration of Migrant Workers (ReMi) project, initiated in July 2022, is a bilateral initiative of the Governments of Nepal (GoN) and Switzerland. The project is funded by the Swiss Agency for Development and Cooperation (SDC) and implemented through a partnership between the Ministry of Labour, Employment and Social Security; respective provincial line ministries and 20 local governments in Koshi Province and Madhesh Province. Helvetas Nepal, with support from Terre des hommes Foundation, provides technical assistance on the project.

ReMi project was requested by the Ministry of Labour Employment and Social Security to support development of a comprehensive digitalization blueprint for the Ministry based on the National Planning Commission Report on Integrated National Employment Systems and vision for Nepal-Labour Market Information System which includes prioritized plans for short-term, mid-term, and long-term implementation, along with software requirement specifications for prioritized components.

1. ReMi/Helvetas Nepal invites sealed Request for Proposals from the eligible consulting firms to develop MoLESS digitalization blueprint of Nepal - Labour Market Information System (N-LMIS) and system requirement specification of prioritized digital components.
2. The detailed RFP document can be obtained by downloading from <https://notice.helvetasnepal.org/>.
3. All sealed proposals must be submitted on or before **12th February 2025 latest by 1 PM**. Proposals/documents received after the deadline shall not be accepted.
4. Proposals will be opened in the presence of consultants/representatives who choose to attend at **2 PM on 12th February 2025**. Proposal must be valid for **90 days** from the date of proposal submission deadline.
5. ReMi/Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.



Section -2: Instructions to Consultants (ITC)

1	General Provisions	
1.1	Definitions	<p>(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). "Applicable Guidelines" means the procurement guidelines and code of conduct of Helvetas Nepal, Bilateral agreement between Government of Nepal and Government of Switzerland for ReMi project.</p> <p>(c). "Client" means the ReMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant.</p> <p>(d). "Consultant" means legally established professional individual consultant or consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(e). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the annexes).</p> <p>(f). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(g). "Day" means a calendar day.</p> <p>(h). "Experts" means key experts and non-key experts proposed by consultant.</p> <p>(i). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.</p> <p>(j). "ITC" means the Instructions to Consultants that provides all information needed to prepare and submit their Proposal.</p> <p>(k). "LOI" means the Letter of Invitation being sent by the Client to the Consultants or RFP notice published in the newspaper.</p> <p>(l). "Non-Key Expert(s)" means an individual professional provided by the Consultant who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(m). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(n). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants.</p> <p>(o). "Services" means the work/task/assignment to be performed by the Consultant pursuant to the Contract.</p> <p>(p). "ToR" means the Terms of Reference that explain the objectives, methodology, scope of work, activities, tasks to be performed, responsibilities of the Client and the Consultant, and expected results and deliverables of the services.</p>
1.2	Introduction	<p>The Client mentioned in the Data Sheet intends to select a consultant through competitive bidding in accordance with the method and criteria of selection specified in the Data Sheet.</p> <p>The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the consultants' expense.</p> <p>The client will provide RFP document and relevant information free of cost.</p>
1.3	Conflict of Interest	<p>The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest paramount, strictly avoiding conflicts with other</p>

		<p>assignments or its own corporate interests and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or band for future contracts.</p>
1.4	Eligibility	ReMi/Helvetas Nepal permits consultants to offer consulting services as outlined in the Terms of Reference (ToR). The eligibility shall be as stated in the Data sheet.
2.	Preparation of proposal	
2.1	General consideration	The consultant should read, understand the details in RFP and prepare the proposal. If missing of required information result in rejection of the proposal.
2.2	Proposal preparation cost	The consultant should be responsible for all kinds of costs incurred in the course of preparation and submission of the proposal. The client shall not be bound to accept or liable to pay incurring cost.
2.3	Language	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
2.4	Documents to be included in the proposal	The Proposal shall comprise the documents and forms listed in the Data Sheet.
2.5	No. of proposal	The consultant shall submit only one proposal through any type of affiliation (sole or joint venture)
2.6	Validity of proposal	The proposal shall be valid for the days/period as mentioned in the data sheet.
2.7	Substitution of key experts	The key experts can be substituted as per data sheet.
2.8	Sub-contracting	The sub-contracting shall be as per the provision of data sheet.
2.9	Clarification of RFP	The consultant may request the clarification of any clauses of the RFP within the deadline mentioned in the data sheet.
2.10	Amendment of RFP	Any amendment in the RFP can be done before the deadline of submission or pre-proposal conference whichever is earlier through same media publication of original notice.
2.11	Technical & Financial proposal	<p>The technical and financial proposal should be prepared using the standard forms provided under this RFP.</p> <p>The financial proposal includes all kinds of costs required to accomplish the assignment.</p>
2.12	Price adjustment	The price adjustment will be done as per data sheet.
2.13	Taxes	The consultant is responsible for complying all tax liabilities relevant to this assignment and contract.
2.14	Currency	The currency of transaction shall be Nepalese rupees unless specified in the data sheet. The payment shall be made in the currency of transaction.
2.15	Transportation	The consultant shall be responsible for arranging means of transport for travel.
2.16	Professional liability Insurance	The requirement of professional liability insurance will be as per the data sheet.
3	Submission, Opening and Evaluation	

3.1	Submission of proposal	<p>For the technical proposal, one (1) hard copy and one (1) soft copy on a USB key should be submitted together in a single sealed envelope, clearly labelled as 'Technical Proposal'.</p> <p>For the financial proposal, one (1) hard copy should be submitted in a single sealed envelope, clearly labelled as 'Financial Proposal'.</p> <p>Both separately sealed financial and technical proposals should be submitted together in a single envelope and physically delivered within the deadline at the address mentioned in the data sheet.</p>
3.2	Opening of proposals	<p>The sealed technical proposal shall be open on the date/time mentioned in the data sheet in the presence of consultant/representative who choose to attend. Absence of consultant/representative shall not affect the opening of technical proposal.</p> <p>The financial proposal shall remain sealed and safely in the client's custody.</p> <p>Only the financial proposal of consultant who passed the technical proposal shall be opened in the presence of consultant/representative who choose to attend as mentioned date/time in the notification of technical result.</p>
3.3	Evaluation of proposals	The evaluation of the proposal shall be conducted in two stages namely technical and financial evaluation in accordance with the criteria set in the data sheet. The second stage- financial proposal evaluation shall be carried out for the financial proposals opened according to ITC (3.2).
3.4	Method and weightage of evaluation	<p>The method of selection shall be as mentioned in the data sheet.</p> <p>The weightage of technical and financial proposal shall be as mentioned in the data sheet.</p>
4	Negotiation and Contract Award	
4.1	Negotiation	The negotiation will be held at the date/time and address indicated in the data sheet. The negotiation may not hold in case of everything is satisfied among the contracting parties.
4.2	Award of contract	<p>The highest scorer in the final evaluation combining the technical and financial proposal shall be awarded and signed the formal contract upon assurance of performance guarantee as mentioned in the data sheet.</p> <p>The award shall be cancelled as and when the consultant is declared as criminal by court or blacklisted by PPMO/Government of Nepal.</p>



Section -3: Data Sheet (DS)

CLIENT INFORMATION	
ITC clause Reference	Description
1.2	The name of the Client is: Reintegration of Returnee Migrant Workers Project (ReMi) / Helvetas Nepal
2.4	The RFP document comprises: Section -1: Request for Proposal Section-2: Instructions to Consultants (ITC) Section-3: Data sheet (DS) Section-4: Technical Proposal – Standard Forms Section-5: Financial Proposal – Standard Forms Section-6: Helvetas Fraud related Code of Conduct/Policies Section-7: Terms of Reference (ToR) Section-8: General conditions of contract (GCC) Section-9: Special conditions of contract (SCC) Section-10: Contract and other templates
2.7	Substitution of key experts: After written approval of client, the consultant may substitute the key experts. The new key experts should have at least equal or higher quality in terms of qualification, experience, skills, and any other relevant factors as mentioned in ToR.
2.8	Sub-contracting: Not Allowed
2.9	Pre-proposal conference on RFP A pre-proposal conference will be held on 3rd February 2025 at 2 PM at ReMi/Helvetas Nepal Office , Dhobighat, Lalitpur. All interested applicants are invited to participate in this discussion. Clarification of RFP: The deadline for submitting clarifying questions on the RFP is 5th February 2025 . All questions should be sent by e-mail to : remi.np@helvetas.org Compiled responses to Clarifications will be provided to all inquirers by 6th February 2025
2.13	Price adjustment: Not applicable
2.17	Professional liability Insurance: Not applicable
3.1	Deadline for submission: 12th February 2025 at 1 PM Address for submission: Reintegration of Returnee Migrant Workers (ReMi) Project Project Support Unit, Dhobighat, Lalitpur, Kathmandu, Nepal M8G5+CP Phone: +977 1 5421063, 5437148, 5429929
3.2	Place of opening the technical proposal: Reintegration of Returnee Migrant Workers (ReMi) Project Project Support Unit, Dhobighat, Lalitpur, Kathmandu, Nepal

	<p>M8G5+CP</p> <p>Date & time of opening the technical proposal: 12th February 2025 at 2 PM</p>																																								
3.3	<p>(a) Eligibility criteria:</p> <ol style="list-style-type: none"> 1. Firm registration 2. VAT registration 3. Tax clearance certification – 2080/081 4. Audit report (balance sheet and income statement) of previous three years 5. Consulting firms only 6. Self-declaration letter (as prescribed in the RFP) <p>(b) Evaluation criteria [Only who met the eligibility criteria mentioned above (1)]: The number of points to be given under each of the evaluation criteria are: 100 Points</p> <table> <tr> <th>Criteria</th><th>Points</th></tr> <tr> <td>Section 4 A. Technical Proposal Submission Letter</td><td>Not Rated</td></tr> <tr> <td>Section 4 B. Organization General Information</td><td>Not Rated</td></tr> <tr> <td>Section 4 C. General Information</td><td>Not Rated</td></tr> <tr> <td>Section 4 D. (i) Understanding of the proposal</td><td>5</td></tr> <tr> <td>Section 4 D. (ii) Methodology</td><td>25</td></tr> <tr> <td> <table> <tr> <th>Sub-Section (Methodology)</th><th>Points</th></tr> <tr> <td>a. Preliminary Assessment Procedure</td><td>7</td></tr> <tr> <td>b. Digitalization Blueprint Development Procedure</td><td>9</td></tr> <tr> <td>c. SRS Development Procedure</td><td>9</td></tr> </table> </td><td></td></tr> <tr> <td>Section 4 E. Experiences of the Consulting Firm</td><td>15</td></tr> <tr> <td> <table> <tr> <th>Sub-Section (Firm Experience)</th><th>Points</th></tr> <tr> <td>(i) General Experiences</td><td>Not graded</td></tr> <tr> <td>(ii) Related Experiences</td><td>5</td></tr> <tr> <td>(iii) Sample Projects (2)</td><td>10</td></tr> </table> </td><td></td></tr> <tr> <td>Section 4 F. Curriculum Vitae of Proposed Team</td><td>50</td></tr> <tr> <td>Section 4 G. Proposed work plan in responding to the Terms of Reference</td><td>5</td></tr> <tr> <td>TOTAL POINTS</td><td>100</td></tr> </table> <p>The minimum technical score required to pass <u>70</u> (70% of total points)</p> <p>Technical proposals that score at least 70% of the Technical Maximum (70 out of 100 points) will be considered as qualified for the review of financial proposal. Any proposal less than that will be disqualified from proceeding to the next step.</p>	Criteria	Points	Section 4 A. Technical Proposal Submission Letter	Not Rated	Section 4 B. Organization General Information	Not Rated	Section 4 C. General Information	Not Rated	Section 4 D. (i) Understanding of the proposal	5	Section 4 D. (ii) Methodology	25	<table> <tr> <th>Sub-Section (Methodology)</th><th>Points</th></tr> <tr> <td>a. Preliminary Assessment Procedure</td><td>7</td></tr> <tr> <td>b. Digitalization Blueprint Development Procedure</td><td>9</td></tr> <tr> <td>c. SRS Development Procedure</td><td>9</td></tr> </table>	Sub-Section (Methodology)	Points	a. Preliminary Assessment Procedure	7	b. Digitalization Blueprint Development Procedure	9	c. SRS Development Procedure	9		Section 4 E. Experiences of the Consulting Firm	15	<table> <tr> <th>Sub-Section (Firm Experience)</th><th>Points</th></tr> <tr> <td>(i) General Experiences</td><td>Not graded</td></tr> <tr> <td>(ii) Related Experiences</td><td>5</td></tr> <tr> <td>(iii) Sample Projects (2)</td><td>10</td></tr> </table>	Sub-Section (Firm Experience)	Points	(i) General Experiences	Not graded	(ii) Related Experiences	5	(iii) Sample Projects (2)	10		Section 4 F. Curriculum Vitae of Proposed Team	50	Section 4 G. Proposed work plan in responding to the Terms of Reference	5	TOTAL POINTS	100
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3.4	<p>Method of selection: Fixed Budget Selection (FBS) Maximum available budget: NPR 4,000,000.00</p> <p>Total Score: 100 Points</p> <p>Weightage of evaluation: Technical (80%) and Financial (20%)</p>																																								
4.2	<p>Performance Guarantee: 5% of contract amount in the form of bank guarantee from a commercial bank. The guarantee should be unconditional.</p>																																								

Section -4: Technical Proposal – Standard Forms

In the technical proposal, Bidders should demonstrate their understanding of the requirements contained within the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise, and clear manner for carrying out the work. The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Bidders are requested to address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



4A. TECHNICAL PROPOSAL SUBMISSION LETTER

Date:

The Team Leader,
Reintegration of Returnee Migrant Workers (ReMi) Project
Project Support Unit, Helvetas Nepal
Dhobighat, Lalitpur, Nepal

Subject: Submission of the Technical Proposal

Dear Sir/Madam:

With reference to your request for proposal (RFP) dated 28th January 2025, we, the undersigned offer to provide service to develop **Digitalization Blueprint for Ministry of Labour Employment and Social Security and Software Requirement Specifications for prioritized components of Nepal-Labour Market Information System** as per the ToR provided therein.

We undertake, if our proposal is accepted, to commence and complete the delivery of all services specified in the contract within the stipulated time frame. We hereby confirm that our proposal is in accordance with the Standard Formats provided in the Request for Proposal (RFP).

We also declare that our Firm/Consultant/Staffs has not been subjected to any legal action and all the information contained herein are true and complete to the best of my knowledge. Further, we understand that you are not bound to accept any proposal you receive.

Duly Authorized to sign proposal for and on behalf of

.....
Signature and stamp of Entity
Name of Representative:
Designation:



4B. ORGANIZATION GENERAL INFORMATION

Provide here a brief description of the background and organization of your company.
Organizational Profile:

S.N	Particulars	Detail Information				
1	Name of the organization					
2	Type of Organization					
3	Organizational Goal and Objectives (according to statute)					
4	Contact address and contact details	Province: District: Municipality/RM: Ward no: Contact Person: Contact number: Email:				
5	Registration status	Registration No. <table><tr><td></td></tr></table> Reg. date <table><tr><td></td></tr></table> Name of reg. authority <table><tr><td></td></tr></table> Renewal Valid Date <table><tr><td></td></tr></table>				
6	VAT registration number and date	VAT No.: Date :				
7	Latest tax clearance certificate	Fiscal year:				
8	Total number of full-time staff	Full time staff: Part time staff:				

4C. TECHNICAL PROPOSAL (Maximum combined points: 100)

(I) UNDERSTANDING OF THE PROPOSAL (max 1 page)
The proposal should include a narrative summary which reflects their understanding of the Terms of Reference. Please do not repeat/copy the TORs in here.

(II) METHODOLOGY (max 3 pages)
The proposal should include a complete description of the methodology including preliminary assessment procedure, digital blueprint development procedure (including technical analysis and financial projection for the deployment of N-LMIS), SRS development procedure. The following rated criteria will be used for evaluation:

- a. **Preliminary Assessment Procedure**
Conduct thorough assessment of policy documents and existing operational systems of Ministry Labour Employment and Social Security (MoLESS) like Foreign Employment

Information Management System (FEIMS), Foreign Employment Welfare Management System (FEWMIS), Employment Management Information System (EMIS) etc. to align with N-LMIS. Engage stakeholders to understand MoLESS vision and digitalization need.

- b. **Digitalization Blueprint Development Procedure**
Develop a detailed N-LMIS digitalization blueprint including functionality, interoperability, and digital readiness matrix. Define action plan with clear timeline, stakeholder roles and dependencies for system deployment and integration. Ensure GESI responsive design, data security and risk management.
Provide technical analysis of N-LMIS including operability including financial projection for hardware, software and capacity development cost required for its development and deployment.
Prioritize key components for SRS development align with government digitalization goal.
- c. **SRS Development Procedure**
Develop SRS for maximum two prioritized N-LMIS components, detailing functional, non-functional requirement, technical assessment, modular and scalable architecture, database standards and security protocols. Provide risk assessment, mitigation strategies and compliance with Government Enterprise Architecture (GEA) , Nepal Government Interoperability Framework (NeGIF), and GoN standards.

4E. EXPERIENCES OF THE CONSULTING FIRM

Please list out general experiences of consulting firm in reverse chronological order (most recent first).

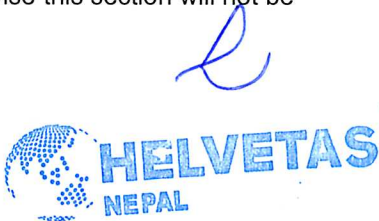
- a. Please list out specific experiences of consulting firm related to this assignment in reverse chronological order (most recent first).
- b. Provide descriptions of two (02) sample projects which are similar in nature to this assignment.

Applicants are requested to use the following SAMPLE PROJECT FORMAT for each sample project submitted:

SAMPLE PROJECT DESCRIPTION

S.N	Name of Project	Client/Funding Agency	Contract Duration (start-end, total year)	Contract Value	Contact References of Client /funding agency	Remarks
1						
2						

Note: Must submit agreement copy and project completion certificate otherwise this section will not be rated.



4F. FORMATS OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL TEAM

Team Composition of Key Experts:

S.N	Name of staff/ expert	Designation	Type of contract (par/full time)	Qualification	Years of total experience	Years of Specific experience

**** Repeat this format for each additional proposed team member.**

Name of Expert: _____

Proposed Role: _____

Phone /Mobile No.: _____

Date of Birth: _____

Education:

Summarize the degrees obtained, college and university and year of education completion of a expert.

Qualification	Institute/School/College	Year of Completion

Specific/relevant Experience:

Starting with present relevant position, list in reverse chronological order all professional experience. List all names of organizations and major tasks performed.

Designation and Duration	Organization	Major tasks performed

Certification:

Training/course of certification	Institution	Duration and Date

Publications (recognized academic journals or international organizations only) :

Name of publication	Academic / Professional association	Date of publication

Professional membership/affiliation:

Membership/affiliation	Institution/authority	Duration and date

Language skills

Please highlight proficiency in each language as Fluent, Very Good, Good, Weak.

Language	Proficiency

	Reading	Writing	Speaking
English			
Nepali			
Other..... (please specify)			

Declaration:
 I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and myself.
 I confirm my availability to undertake this assignment as per the required expectation and suggested timeframe.

[Signature of consultant]

Date:

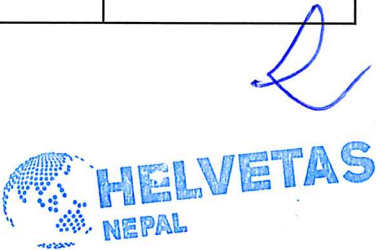
[DD/MM/YYYY]

Stamp: _____

4G. ACTIVITY (WORK) PLAN
 Please briefly describe your major planned activities in the given format below for a total duration of 6 months from the start of the contract.

The proposed work plan should be consistent with the approach, methodology and logical framework. A list of the final documents (including reports) to be delivered should also be included in the plan.

Activity (Work)	W1	W2	W3	W4	W5	W6.....	Remarks



Section -5: Financial Proposal – Standard Forms

5A. FINANCIAL PROPOSAL SUBMISSION LETTER

Date:

The Team Leader,
Reintegration of Returnee Migrant Workers (ReMi) Project
Project Support Unit, Helvetas Nepal
Dhobighat, Lalitpur, Nepal

Subject: Submission of the Financial Proposal

Dear Sir/Madam;
With reference to your request for proposal (RFP) dated 28th January 2025, we, the undersigned offer to provide service to develop **Digitalization Blueprint for Ministry of Labour Employment and Social Security and Software Requirement Specifications for prioritized components of Nepal-Labour Market Information System** as per the ToR provided therein. The attached Financial Proposal is for the sum of NPR. ----- (Amount in words-----).
-----).

I understand you are not bound to accept any proposal you receive.

Duly Authorized to sign proposal for and on behalf of

.....
Signature and stamp of Entity
Name of Representative:
Designation:



5B. DETAILED BREAKDOWN OF COST

Financial Proposal for providing
service to conduct System Requirement Specification (SRS) of National Labour Market
Information System (N-LMIS)
Name of the Consulting Firm: Address:

SN	Cost Items	Unit	Unit Cost	Qty	Total cost	Remarks
1	Professional Team					
1.1		Person days				
1.2		Person days				
1.3		Person days				
1.4		Person days				
1.5		Person days				
	Sub-total					
2	Travel (if applicable)					
2.1						
2.2						
2.3						
	Sub-total					
3	Other cost					
3.1						
3.2						
3.3						
	Sub-total					
	Total (1+2+3)					
	13% VAT					
	Grand total					

Authorized Signature
Date:



Section -6: Helvetas Fraud Related Code of Conduct & Policies



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.

The Components of the Code of Conduct

Loyalty and confidentiality and civic duty

The actions of contracted parties in the frame of the collaboration with HELNETAS must be consistent with the goals, the values, and principles of HELNETAS as expressed in its mission statement and

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 sensitization, supervision, and training of concerned persons.

¹ Organisational Strategy HELNETAS Swiss intercooperation

	<p>organizational strategy. Contracted parties are expected to regularly reflect upon their own actions and behavior 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 behavior 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, behavior, and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behavior, insulting, or accusing statements, or spreading rumors.</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 organizational or personal interests. Therefore, they must make own interests transparent and avoid any behavior which could be perceived as biased in favor own interests.
Fraud and corruption and accepting gifts or other benefits	Contracted parties, their employees and subcontractors must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material, and intellectual assets to which they have access in relation with the HELVETAS mandate for personal gains or for third parties. They do not accept gifts, invitations or other favors that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement. Contracted parties must inform HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.
Safety, Security & Health	Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation. Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.
Environmental and Social Safeguarding	Contracted parties, their employees and subcontractors are expected to wherever possible support a precautionary approach to environmental matters and undertake efforts to safeguard natural resources. Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability. Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.
Public appearances and use of non-public information	Contracted parties handle all information received in relation with the contract with the necessary discretion, never using it to the detriment of HELVETAS or beneficiaries including after termination of the contract.

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.

Persons working for contracted parties should not provide aforesaid information to the media, policy makers and donors or the public, without an explicit assignment to do so.

In public communication they must provide explicit reference to the sources of the information/experiences.

They must refrain from making accusations, provocative statements or spreading rumors. They give due consideration to their cooperation with HELVETAS and to its interests in their communications, particularly via the internet or social media.

Reporting mechanism of a violation of the Code of Conduct and Whistleblowing

Any person working for a contracted party of HELVETAS who feels under pressure to act in a way that runs counter to this Code of Conduct, or who witnesses violations of the same, must inform either the management of the contracted party and/or HELVETAS. The contracted party is obliged to share the reported cases and action taken with HELVETAS.

The whistleblowing policy (e.g. whistle-blower protection) of HELVETAS applies to all employees worldwide and to persons working for contracted parties. All concerns will be treated confidentially, and every effort will be made not to reveal the identity of the whistleblower. The policy is publicly available on HELVETAS' website and the specified contacts are accessible for anyone.

Consequences of a violation of this Code of Conduct

In case of breach of this Code of Conduct by contracted parties, their employees and subcontractors, HELVETAS expects them to sanction misbehaving persons similar to HELVETAS' measures. These sanctions range from requesting apologies, written warnings to dismissal of guilty persons. In serious cases or if no appropriate sanctions are taken, HELVETAS reserves the right to end the collaboration, ask for compensation of financial losses or to pursue legal action.

Final Remarks

HELVETAS encourages its contracted parties to create their institutional codes of conducts and related policies and regulations, including internal reporting procedures that enable their employees and subcontractors, as well as third parties, to promote professional, respectful, inclusive and secure working conditions; and safely report instances of wrongdoing to the management or to an independent body.

HELVETAS is committed to mutual transparency and learning on any aspect of this Code of Conduct. HELVETAS is therefore available for consultation in cases of doubt or questions relating to the Code of Conduct.

This Code of Conduct is issued in French, English and Spanish. In case of any doubts, the English version prevails.

Read and agreed.

Name of the contracted party:

Name of signatory of contracted party:.....

Place and date

Signature:

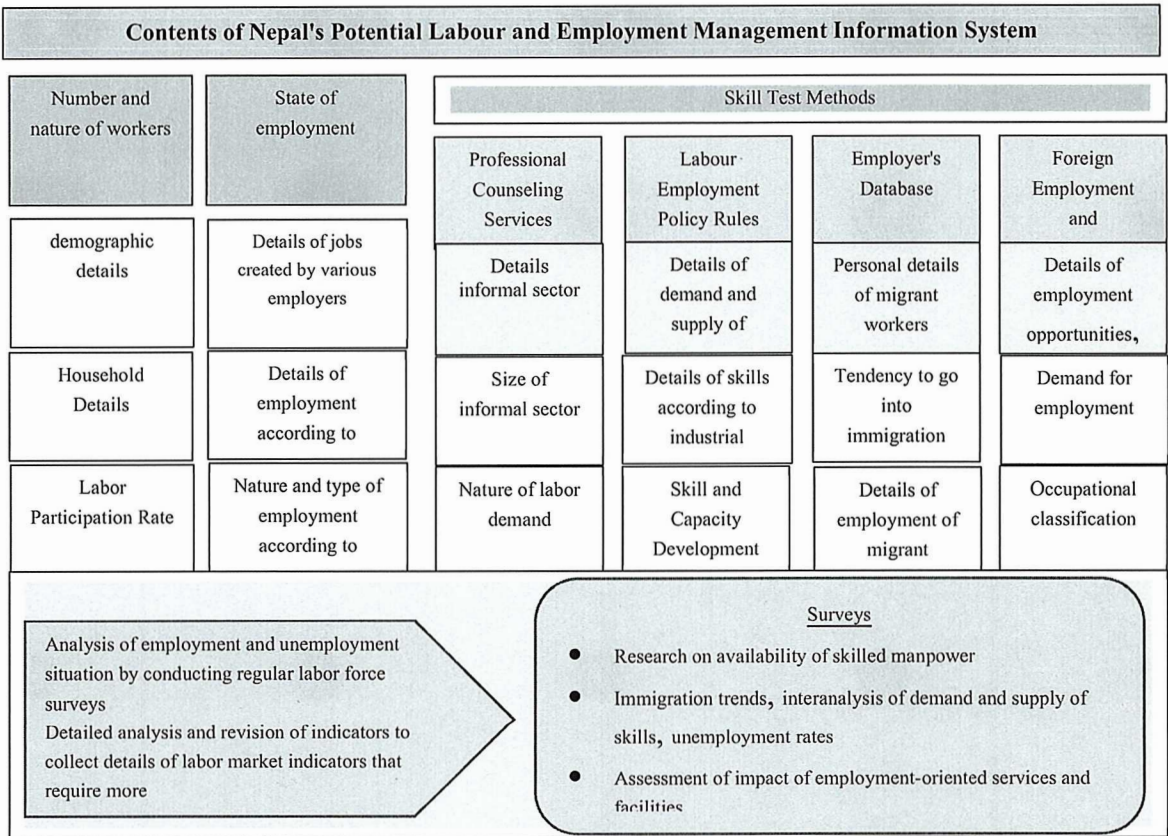


Section -7: Terms of Reference (ToR)

Developing Digitalization Blueprint for Ministry of Labour Employment and Social Security and Software Requirement Specifications for prioritized components of Nepal-Labour Market Information System

Background and Rationale

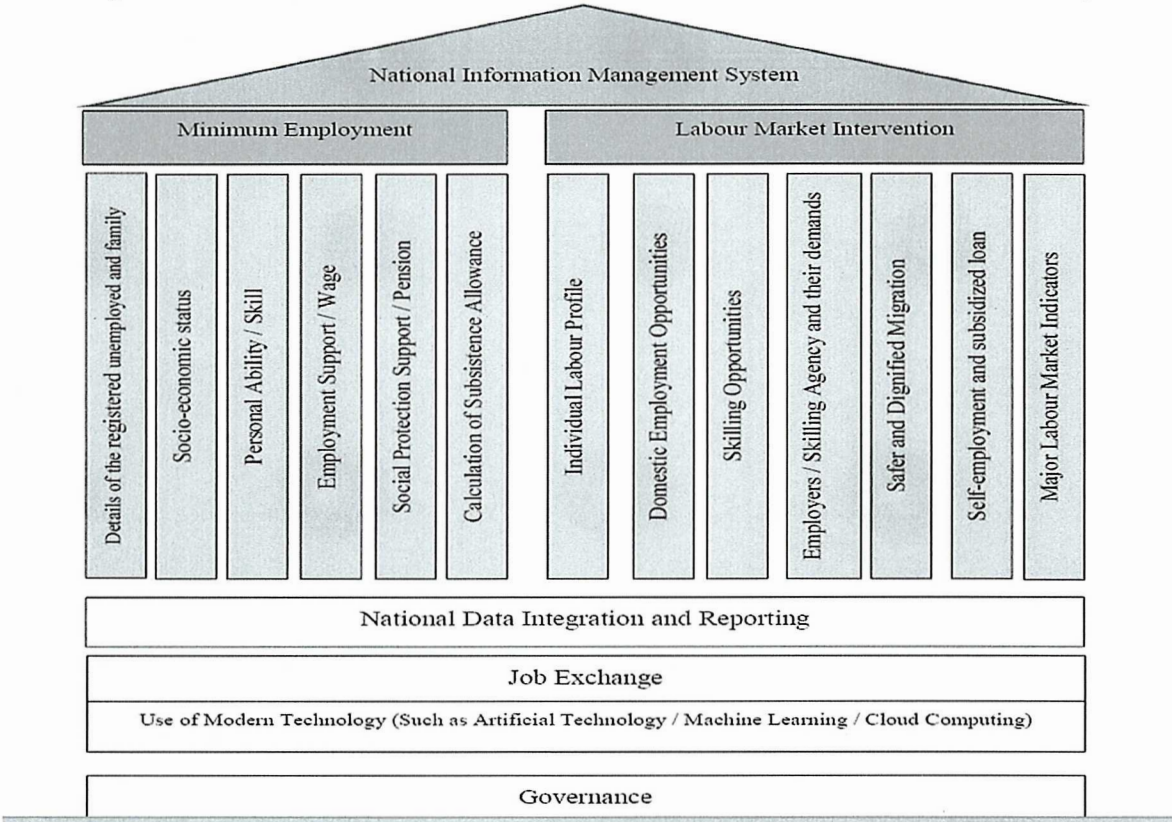
The Ministry of Labour Employment and Social Security seeks to modernize its operations, services, and infrastructure through digital transformation. The aim is to enhance service delivery, improve transparency, increase efficiency, and enable data-driven decision-making. This initiative is aligned with national development goals and global trends in leveraging technology for governance and seeks to address issues of digital literacy and digital divide among users, while contributing to better planning, synergies and introduction of new systems in a streamlined and standardized manner at the Ministry.



The National Planning Commission (NPC) Report on Integrated National Employment Systems emphasized on the importance to know what internal employment opportunities are available in the country and what kind of employment demand and supply is available in the labor market. It is critical to bridge an information gap between the available human resource pool and employment available in Nepal. A framework of Integrated National Labour and Employment Information System (above) was proposed which defines building blocks of integrated systems including labour market, employment and other related information management systems, as

presented in the diagram below. Such a system will contribute to the dissemination, operation, management and dissemination of information related to internal employment. This will improve the status of manpower and employment available in the country. In addition, such a system will provide an objective basis for calculating the overall human resources and skills requirement of the country, including developing necessary employment and skill-based policies, activities, and other initiatives.

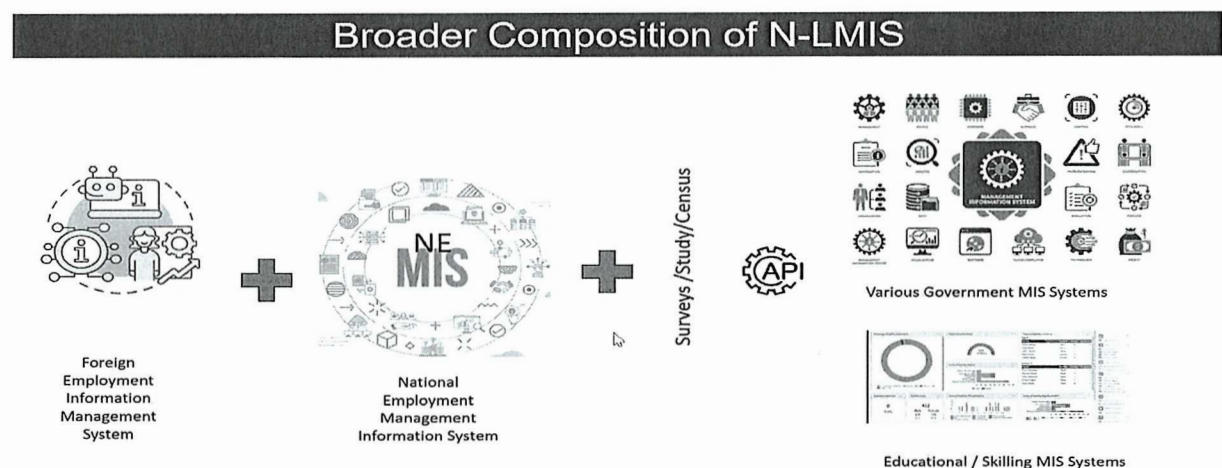
National Employment Management Information System (NEMIS) has already been designed (but not implemented) through other initiatives within the MoLESS, and will be an important pillar to develop National Labour Market Information System. As per the conceptual framework of National Labour and Employment Information System provided by NPC, NEMIS will be currently established as a major component of N-LMIS to collect information incorporating various aspects of labor market indicators and shall be gradually transformed into a comprehensive labour market information system. As an entry point to the Nepal-LMIS, the envisioned NEMIS will have the following pillars:



Parallel to this framework, there are multiple relevant information systems that are currently functioning, such as the Foreign Employment Information Management System (FEIMS) and Foreign Employment and Welfare information Management System (FEWIMS), the Employment Management Information System (EMIS), and other various digital platforms such as Employment Portal of Private Sector, Pension, Social Security Fund, Employee's Provident Fund, Citizen Investment Trust, and Poor Family Identification system. Furthermore, the systems would need to be connected with the digital platforms of the Ministry of Foreign Affairs and Consular Services department, as well as the diplomatic missions – primarily in countries having

significant numbers of migrant workers from Nepal. There are also numerous independent project initiatives (e.g. SaMi, K-HaMi, SAMRIDDHI, Step-Up Nepal, ReMi, YETI, etc) as well as local and provincial government efforts to introduce digital solutions for employment, migration and other labour needs. All of these initiatives have critical databases for N-LMIS, but are currently being introduced or are operating independently. These separated databases' information need to be integrated into a single interoperable platform so that critical information could be channeled through a single, standardized platform contributing to the proposed N-LMIS.

The diagram below provides a visual overview of the envisioned N-LMIS:



Objective of this assignment

ReMi project was requested by the Ministry of Labour Employment and Social Security to support development of a comprehensive digitalization blueprint for the Ministry based on the NPC Report on Integrated National Employment Systems and vision for Nepal-Labour Market Information System which includes prioritized plans for short-, mid-, and long-term implementation, along with software requirement specifications for prioritized short-term priorities.

First, an **extensive preliminary assessment** and requirement gathering process is to be conducted to gather deeper understanding of the business needs of MoLESS in context of labour and employment market and analyze it to list out Functional Requirement of the L-MIS, keeping in consideration international best practices and standards, practical innovations and design techniques that meets the objectives of the conceptual framework of N-LMIS.

Second, a **digitalization blueprint of the Ministry** must be designed to integrate all labour, employment and other relevant digital and information management systems in an efficient, accessible, inclusive, timely and safe manner, through provision of a wide-range of data, information and infrastructure services, duly leveraging upon interoperable, standards-based digital systems, and ensuring the security, confidentiality and privacy of private and personal data. The blueprint will include

phase-wise roadmap for design, development and deployment of the N-LMIS, along with immediate/short-, mid- and long-term priorities identified.

Third, for the identified and agreed upon short-term (12-month) priorities, develop detailed **software requirement specifications** which would eventually support MoLESS to (a) gather support from GoN stakeholders and/or development partners for its development and implementation, and (b) initiate process for planning, budgeting and procurement of hardware and software requirements.

Scope of Work

The consulting firm/consultant has following task to perform:

1. PRELIMINARY ASSESSMENT OF MOLESS DIGITAL INITIATIVES & REQUIREMENTS

Thorough extensive requirement gathering process gather deeper understanding of the business needs of MoLESS in context of Labour and employment market and broader government digitalization plans/initiatives (e.g. e-governance), as well as recent decisions to legalise Nagarik App and National ID systems. Analyze it to list out Functional Requirement of the L-MIS keeping in consideration international best practices and standards, practical innovations and design techniques that meets the objectives of the conceptual framework of N-LMIS. Suggested steps include:

- Conduct in-depth study of all the policy documents, operational documents, global best practices and other related documents in relation to broader GoN digitalization initiatives including Nepal Labour and Employment Information System LMIS and other information systems like NEMIS, FEMIS etc. which collects the data and providing services in relation to labor market and employment.
- In -depth interview of key stakeholders to understand the NPC and MoLESS vision and business requirements for integrated National Labour and Employment Information System and related Labour Market Information Systems, aligned to broader GoN digitalization initiatives and plans.
- Assessment of all available and currently operational digital and information management platforms related to labour, employment, migration and reintegration in terms of functionality, interoperability and integration, in line with the proposed N-LMIS.
- Identify any technical committees/ technical working groups formed for providing guidance to National Labour and Employment Information System, LMIS, NEMIS and other information systems; Compile in-depth study of their recommendations and any other related working documents.
- Identify the list of key indicators and parameters as per the N-LMIS business requirement. Determine the methods and procedure for collecting data to generate identified indicators. Data entry points at the local level and data integration points at system level based on N- LMIS conceptual framework.
- Compile **preliminary assessment report** and presentation which summarizes the findings of all relevant policy documents, technical committees' recommendation and any other related documents for the conceptual framework for National Labour and Employment Information System

2. DEVELOPMENT OF MOLESS DIGITALIZATION BLUEPRINT

Based on preliminary assessment above and **approved conceptual framework of NPC** define detailed **Digitalization Blueprint and Technical Framework of the N-LMIS** including:

- MoLESS Digitalization Functionality and Interoperability matrix that (i) identifies and maps out the existing and proposed digital platforms, portals and information systems (as listed in background section above) has potential to be integrated in N-LMIS for data integration at service level; and (ii) identified the data entry points at the local and province government levels and data integration points at system level.
- Identify top-level software, hardware, and human resource requirements and cost-estimations for design, development, deployment and maintenance of a comprehensive N-LMIS.
- MoLESS Digital Readiness Matrix which assesses the Ministry's digital readiness, including existing ICT infrastructure, staff digital literacy levels, and system management capacity.
- Digitalization development and deployment plans including short term (within 12 months), mid-term (12-30 months) and long-term action (30-60 months) plan with specified dependencies (if any), clear pathways and milestones identified. The plan must have a detailed list of tasks that need to be performed in chronological order with well demarcated timelines. The dependencies among the tasks should be highlighted in the plan. If there is any limitation or conditionality in the design, deployment and integration, it should also be well documented. The plan should identify the role and responsibilities of different stakeholders like government departments and ministries, IT agency / vendor responsible to develop application and development partners etc, and recommend business process re-engineering and data migration processes for relevant existing systems, as required, to ensure relevance and interoperability.
- GESI-responsive design with suggestions and recommendations to address issue related to accessibility and digital divide; and including marginalized groups such as women, people with disabilities, and those in rural or remote areas.
- Data confidentiality, data security and protection protocols ensuring the security, confidentiality and privacy of private and personal data. As per GoN rules and regulations
- Risks mitigation and management plan including infrastructure and business continuity strategies
- Stakeholders' engagement plan for development and deployment of the proposed system
- Identify and prioritize, together with MoLESS management, key priority components for SRS development
- Policy recommendations for introduction of comprehensive IT policy for the MoLESS, including data-security protocols, and internal human and financial resources required for functioning and maintenance of proposed N-LMIS.

3. DEVELOPMENT OF SOFTWARE REQUIREMENT SPECIFICATION OF PRIORITIZED DIGITALIZATION COMPONENTS

As identified and prioritized by MoLESS and based on finalized digitalization blueprint, develop detailed SRS for key prioritized immediate digital components, which include (but not limited to) the following details:

- Identification of Functional and non-functional requirements of the specified components

- Technical assessment of related existing digital platforms for functionality and interoperability
- Proposed database standards and architecture with well-defined technical stack which support the modular, scalable and dynamic application architecture. It should include detailed data flow diagrams, system inter-operability design protocol, data security protocols and database backup and recovery plan
- Propose the application architecture which is compliant with GEA Standard and NeGIF and any other statutory compliance of government of Nepal, as well as the functional requirement and technical framework of N-LMIS. It should support the multiple applications integration in a phased manner. Architecture should support scalable access services, need to be modular and dynamic to accommodate future exchanges and development. Should be flexible enough to support plug-in and plug-out of the modules as per future requirements.
- Develop the related wireframe that is user-centric and focus on the end user's needs, ensuring it is easy to learn and use by government officials, job seekers, employers and other stakeholders.
- Define the software requirement which identifies the application platform suitable to functional and technical requirement each component. Estimate the cost of the software development including the license fees, if applicable.
- Identify the hardware requirement including server requirement. It should identify servers' specification; the application will be hosted in GIDC and backup of application and database will be in Disaster Recovery site. It should detail out specifications, propose hardware architecture, quantity and cost estimation of hardware to be procured for L-MIS deployment and implementation.
- Evaluation criteria plan for specified hardware and software procurement
- Identify the Human resources requirements for the design, deployment, implementation, and maintenance of L-MIS. List down requirements for the technical and non-technical personnels along with required qualification and key tasks to be performed by them at various stages. Estimated human resource cost to design, deploy, implement and maintain the L-MIS.
- Risk assessment and mitigation strategies to address any possible difficulties encountered during stages of development and implementation.

Key Deliverables:

1. Inception Report
2. Pre-liminary assessment report & presentation of key findings
3. MoLESS Digitalization Blueprint, including
 - a. Detailed cost estimations for hardware and software requirements
 - b. Phased roadmap with short-term, mid-term and long-term milestones
 - c. Policy recommendations
 - d. Facilitation of an exercise with MoLESS to identify key immediate priority components for SRS development
4. SRS for key prioritized components of the N-LMIS

Note – all deliverables will be compulsorily reviewed by representatives of the MoLESS, and other relevant stakeholders.

Please refer to **Annex 3** for the suggested report outline for all three deliverables. The following timeline is expected to be strictly followed in completing deliverables mentioned above:

Date	Task	Description
February 2025 (last week)	Start of Contract	Briefing on assignment Clarity on timelines and specific deliverables
February 2025 (within one week of signing contract)	First Deliverable	Inception Report Begin desk review, assessments, key- informant interviews
March	Second deliverable	Submission draft versions & presentation of: a. Preliminary Assessment b. Digitalization Blueprint c. Detail Cost Estimation for identified hardware and software requirements
April – May	Third Deliverable	Consultations & workshops at FG, PG and LG levels Review and Validation of: a. Preliminary Assessment b. Digitalization Blueprint c. Identified short-term priority components for SRS development
June	Fourth Deliverable	Draft SRS document for key prioritized components
August 2025	Final Deliverable / End of contract	Final reports: - Preliminary Assessment Report - Digitalization Blueprint for MOLESS - SRS for specific prioritized components

Qualification and Experience Requirements

The consulting firm must have demonstrated competence, capacity, and experience in delivery of similar services, and in working in close collaboration with Government of Nepal counterparts as well as development partners. The consulting firm having specific experience in design, development and successful deployment of information systems related to Labour Market / Employment / Social Protection will be an added advantage.

The following lists the minimum criteria for a bidding qualifications and experiences:

- The consulting firm must have at least ten years' experience of software design, development and implementation.
- Must have successfully completed (or demonstrate an ongoing contract of) at least four proven experiences for the design and development of enterprise level web-based MIS systems for government agencies.
- Must demonstrate capacity for stakeholder engagement and change management.
- Must demonstrate familiarity with data analytics, reporting and decision-support tools to enhance the functionality of the N-LMIS for real-time, actionable insights
- Proven communication and reporting skills with experience in drafting



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pg. 25

technical documentation and presenting progress updates to government officials and other key stakeholders

All supporting documents to verify experience and minimum qualification requirements should be submitted in the proposal.

It is the responsibility of the consulting firm to maintain, manage and allocate its team resources as deemed necessary to achieve the overall objective of the project. This project is a delivery-based assignment in which payments are linked to the milestone. The minimum expected skill sets of technical resources that the consulting firm is expected to deploy during the project period is outlined in Annex 5 of this TOR. However, the consulting firm is encouraged to propose its own team resources and skill sets to execute the project as deemed necessary.

Submission of Proposals

Interested parties are required to submit:

1. Technical proposal detailing methodology and timeline.
2. Team Capabilities Statement, including CV and highlighted experiences of the following roles:
 - a. Team Leader
 - b. Labour Market Information Specialist
 - c. Business and System analyst
 - d. Solution/Infrastructure expert
 - e. Database Administrator
 - f. Documentation expert
 - g. Data Security Expert

Please see **Annex 5** for detailed description of expected Key Positions Qualification requirements

3. Evidence of relevant experience and references
4. Financial proposal outlining professional fees, operational costs, and any other expenses.

Annexures:

<u>Annex 1</u>	<u>NPC conceptual Framework</u>
<u>Annex 2</u>	<u>NEMIS Terms of Reference</u>
Annex 3	Stakeholders to be consulted
Annex 4	Suggested minimum headings for three deliverables
Annex 5	Minimum qualification requirements of key personnel



Annex 3 Stakeholder Consultations

The following stakeholders are recommended for conduct meetings, consultations and interviews, in collaboration with the ReMi and MoLESS focal points, for business need analysis, re-engineering, designing and development of the project with different organizations as listed below; but not limited to; for collection and discussion on data sources:

- National Planning Commission
- Ministry of Finance
- Ministry of Federal Affairs and General Administration
- Ministry of Communication and Information Technology
- Ministry of Education, Science and Technology
- Ministry of Land Management, Cooperatives and Poverty Alleviation
- Ministry of Industry, Commerce and Supplies
- Foreign Employment Board
- Social Security Fund
- Department of National ID and Civil Registration
- Department of Foreign Employment
- Department of Information Technology
- Internal Revenue Department
- Financial Comptroller General Office
- Federation of Nepalese Chambers of Commerce & Industry (FNCCI)
- At least two universities (TU / KU or their Department of IT / Computer)
- At least five national level Skill Development and Training Centers (such as CTEVT, Vocational and Skill Development Training Center, Industry Promotion Center)
- At least five Public or Private Organizations related to labour market or Human Resource
- Projects managed by MoLESS: PMEP, YETI . SaMi, Step Up, K-HaMi, ReMi
- Development partners: KOICA, SDC, USAID, FCDO, World Bank



ANNEX 4 Suggested minimum headings for three deliverables

1. PRELIMINARY ASSESSMENT REPORT

At a minimum, the following heading must be included in the report:

- i. Executive Summary
 - Overview of the assessment
 - Key findings and recommendations
- ii. Introduction
 - Purpose of the report
 - Scope of the assessment
 - Methodology and approach
- iii. Current State Analysis
 - Summary and analysis of all the relevant policy & operational documents
 - key-stakeholder interviews
 - available and currently operational digital platforms
 - recommendations and plans from relevant technical committees/working groups.
- iv. Industry and Market Trends
 - Benchmarking against national and international industry best practices
 - Emerging technologies and opportunities
 - Lessons from comparable digital transformation initiatives
- v. Gap Analysis
 - Detail description of business requirements of MoLESS and functional requirements of N-LMIS
 - Assessment of requirements vis-à-vis current status of digital initiatives at Ministry and industry best practices
 - Summary of entry points, areas for improvement of existing systems
 - Identified gaps to be addressed in development of comprehensive N-LMIS
- vi. Stakeholder Needs and Expectations
 - Key findings from stakeholder consultations
 - Priorities and opportunities for engagement in design, development and deployment of N-LMIS
 - Alignment with NPC conceptual framework and MoLESS vision
- vii. GESI (Gender Equality and Social Inclusion) Considerations
 - Inclusion gaps in current systems
 - Potential impacts of transformation on marginalized groups
 - Recommendations for inclusive design
- viii. Risk Assessment
 - Potential risks in the digitalization process
 - Mitigation and business continuity strategies
 - Compliance and security considerations
- ix. Preliminary Recommendations & Conclusion
 - Proposed goals and objectives for digitalization process
 - High-priority initiatives
 - Suggestions for phased implementation plan (short-term, mid-term, long-term)
- x. Appendices
 - Detailed data and analysis
 - Survey results and consultation summaries
 - Glossary of terms

2. MOLESS Digitalization Blueprint

At a minimum, the following heading must be included in the report:

- i. **Executive Summary**
 - Overview of the MoLESS digitalization blueprint
 - Vision and goals for digitalization, with reference to NPC conceptual framework
 - Key highlights and strategic priorities
- ii. **Introduction**
 - Purpose and scope of the blueprint
 - Background and context
- iii. **Vision and Objectives**
 - Long-term vision for digitalization
 - Strategic objectives and success criteria
 - Key performance indicators (KPIs)
- iv. **MoLESS Digitalization Plan**
 - Functionality and Interoperability matrix
 - Mapping out the existing and proposed digital platforms, portals and information, including recommendations for business process re-engineering for relevant existing systems
 - Detailed cost estimations for identified software, hardware, and human resource requirements for functioning and maintenance of the N-LMIS
 - MoLESS Digital Readiness Matrix for design, development, deployment and maintenance of N-LMIS, including assessment of ICT infrastructure, staff digital literacy levels, and system management capacity
 - GESI Integration
 - o Strategies for inclusive design and implementation
 - o Addressing accessibility and equity gaps
 - o Ensuring diverse stakeholder participation
 - Data confidentiality, data security and protection protocols
 - Governance and risks mitigation plan
- v. **Digitalization development and deployment plan**
 - Phased approach including immediate, short term, mid-term and long-term action plan
 - Key milestones, deliverables and timelines
 - Dependencies and sequencing of initiatives
 - Role and responsibilities of different stakeholders
 - Monitoring and Evaluation Plan
 - o Mechanisms for tracking progress
 - o KPIs and success metrics
 - o Continuous improvement processes
- vi. **Policy recommendations and Sustainability Considerations**
 - Detailed policy recommendations for introduction of comprehensive IT Policy at MoLESS
 - Environmental and social sustainability in digitalization efforts
 - Energy-efficient technologies and practices
 - Long-term sustainability goals
- vii. **Conclusion**

Summary of key strategies and initiatives
- viii. **Appendices**

-
- Detailed assessments and data
 - Technical specifications and diagrams
 - Glossary of terms

3. SRS for prioritized and immediate requirements

At a minimum, the following headings must be included in the report:

1. Introduction

- Purpose of the document
- Scope of the software system
- Definitions, acronyms, and abbreviations
- References (related documents, standards, etc.)
- Overview of the document structure

2. Overall Description

- System context and background
- Product perspective (relationship with existing systems)
- Product functions and features
- User characteristics
- Constraints (e.g., regulatory, design, or technology)
- Assumptions and dependencies

3. Functional Requirements

- Detailed descriptions of each function
- Use cases and scenarios
- Inputs, processes, and outputs for each function

4. Non-Functional Requirements

- Performance requirements
- Scalability and reliability
- Usability and accessibility
- Security and privacy requirements
- Compliance with standards

5. System Architecture and Design Constraints

- High-level system architecture overview
- Constraints on hardware, software, or design methods
- Technology stack considerations

6. External Interface Requirements

- User Interfaces: Design considerations for end-users
- Hardware Interfaces: Interaction with hardware components
- Software Interfaces: APIs and interoperability with other software systems
- Communication Interfaces: Network and protocol requirements

7. Data Requirements

- Data definitions and structures
- Database requirements
- Data flow diagrams (DFDs)
- Data privacy and protection considerations

8. Performance Requirements

- Response time and throughput
- Availability and uptime targets
- Resource & equipment utilization

9. Design and Implementation Constraints

- Constraints imposed by existing systems
- Development tools, languages, and frameworks to be used
- Any limitations or restrictions



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pg. 30

10. Assumptions and Dependencies

- External systems or services the software relies on
- Organizational policies and constraints
- Environmental factors

11. Appendices

- Glossary of terms
- Supporting diagrams (e.g., UML diagrams, flowcharts)
- Relevant documents and references



Annex 5 Key Positions' Qualification Requirements

The firm must submit CVs of the following experts with the required documents of qualifications as mentioned below:

1. TEAM LEADER	
QUALIFICATIONS	EXPECTED ROLE
<ul style="list-style-type: none"> - Master's degree in any stream having sound knowledge in ICT - Having Bachelor degree in computer Engineering/ Computer science from a recognized university will be preferable - Must have more than 10 years of experience in architecture design, software development and its lifecycles - At least have experience in more than 5 project as project manager - Prior experience and certification in Project management tool will be preferable - Good communication skills with fluency in English (written and verbal) to guide and coach team members - Solid organizational skills including attention to detail and multitasking skills 	<ul style="list-style-type: none"> i. Coordinate with all the team members and act as a focal person for the project management for overall project period ii. Measure project performance using appropriate tools and techniques ii. Create and maintain comprehensive project documentation / reports v. Responsible for reviewing and delivering the project documentation, system administration documentation, etc. v. Responsible for reviewing, maintaining, and tracking versions of project documents to be delivered to REMI & MoLESS focal point vi. Primary contact for the assignment and will be responsible for ensuring timely completion of deliverables, oversee project implementation, manage the key and non-key experts, manage and coordinate the implementation of the process. ii. Notify the project of any problems or delays and update status on key performance indicators as agreed in implementation plan ii. Perform risk management to minimize project risks x. Develop comprehensive project plans to be shared with REMI & MoLESS focal point x. Responsible for overall delivery as per the requirement of this TOR, Monitor the project activities to track the performance of the project towards the visions and goals of the project.
2. LABOUR MARKET INFORMATION SYSTEM SPECIALIST	
QUALIFICATIONS	EXPECTED ROLE
<ul style="list-style-type: none"> - At least Master's degree in business related field from a recognized 	<ul style="list-style-type: none"> i. Review and assess government policies, rules and regulations related to the

<ul style="list-style-type: none"> university; - At least 10 project experiences (national and international) in the design, development and implementation of MIS product/ solutions including specific areas such as Employment MIS/ Social Protection MIS/ Labour Market IS/ Large scale job portals and payment systems or similar systems involving integration between government agencies. - Professional certification on the project management and system development will be an added point - Strong knowledge and demonstrated experience in designing LMIS shall be an added benefit. - Demonstrated work experience in labour market information system in the region is an advantage. 	<ul style="list-style-type: none"> ii. labour and employment of Nepal ii. Perform study and analysis to identify issues in existing policy framework that will help to develop efficient N-LMIS system, ii. Responsible to design the uninterrupted labour market information flow at national context level v. Provide comprehensive reference set of labour market indicators and definitions in Nepal for reporting and presenting of the market information and metadata, covering both economic and socio-demographic statistics. v. Conducting the business process review of the program processes and functions and define with a clear 'to-be' processes that aligns with the local context adapting the international best practice and techniques.
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3. BUSINESS & SYSTEMS ANALYST

QUALIFICATIONS	EXPECTED ROLE
<ul style="list-style-type: none"> - At least Bachelor's degree in Computer Engineering or Computer Science is required. - Master's degree in business related fields or equivalent, will be preferable. - At least 5 (five) years of demonstrated experience working in projects of similar size and nature; - At least five project experiences in development of information systems of similar size involving integration between government agencies; - Professional certification on the system design and analysis will be an added point; - Proven experience of developing MIS, preferably in the relevant areas such as labour management information system, job sites and job matching solutions or similar public- oriented programs 	<ul style="list-style-type: none"> i. Conduct system requirement study/gap analysis, developing data/process flow diagrams to effectively map the business requirements into MIS, i. Define detail interface documentations including interface environment context, use cases, sequence diagrams, datatypes, message representations, response codes, error codes for each of the services as required i. Transform and/or map the integrated labour market business processes and use cases into the business process diagrams and workflows including business process rules and special cases covering the registration/intake, eligibility testing and verification processes, etc. i. Assess for the designing of integrated N-LMIS Platform according to the MOLESS requirement and provide the best design alternatives, i. Develop phase-wise development and deployment of N-LMIS. i. Preparation of System Requirement

	Specification Document
4. SOLUTIONS / INFRASTRUCTURE EXPERT	
QUALIFICATIONS	EXPECTED ROLE
<ul style="list-style-type: none"> - At least Bachelor's degree in Computer Engineering or Computer Science; - 5 years of demonstrated experience in conducting hardware needs assessment, analyzing the existing and future needs and developing an optimum hardware architecture for the implementation of large-scale IT systems and solutions; - Certification in CISCO, Red Hat, VMWare is preferable; - Knowledge of implementation and secure configuration of virtual/cloud environment, network equipment, load balancer, manageable switches, etc. - Excellent knowledge and experience in system deployment in production, failover and disaster recovery system, providing recommendations & configurations for the required technology for high-availability and load balancing requirements. 	<ul style="list-style-type: none"> - Prepare the N-LMIS System architecture based on the identified business requirements - Prepare the technical specification and bill of material (BoM) of hardware and customized software required for proposed system based on the sizing, performance, capacity and throughput identified in the preliminary assessment and business requirements of MoLESS - Assess the current hardware and network infrastructure available at ministry and optimize the proposed technical specification and bill of material (BoM) and recommend the available options to Ministry. - Suggest required configuration of prospective database system in datacenter, disaster recovery system and/or failover system
5. DATA SECURITY EXPERT	
QUALIFICATIONS	EXPECTED ROLE
<ul style="list-style-type: none"> - At least Bachelor's degree in Computer Engineering or Computer Science; - At least 5 years of demonstrated knowledge and experience in Information security and conducting Information Systems audits and audits of backend code vulnerability; hacking counter-measures. - Certification in ethical hacking penetration testing is required. 	<ul style="list-style-type: none"> - Shall be responsible for assessing the current trends in IT system security and data security standards, - Shall be responsible to ensure security and quality of the selected technologies, security standards, personal information protection standards, - Shall be aware of commonly known software vulnerabilities, their fixes and releases, - Shall prepare the documentation of security administration and housekeeping tasks and their execution for monitoring.
6. DATABASE ADMINISTRATOR	
QUALIFICATIONS	EXPECTED ROLE
<ul style="list-style-type: none"> - Master degree in the Computer Science or computer Engineering is required, - Strong knowledge and experience of RDBMS such as MySQL, MS SQL, Oracle including knowledge of Operating systems such as Linux or Windows Server; - At least 5 years of demonstrated knowledge and experience in installing, configuring and tuning MIS/IT systems similar to the project 	<ul style="list-style-type: none"> - Based on the business requirements propose suitable database system for N-LMIS - Suggest required configuration of prospective database system in datacenter, disaster recovery system and/or failover system - Propose database security, integrity, stability and system availability of the system,

size and nature; - At least 5 experiences in development of enterprise application for government agencies as database administrator - OCA/OCP certification is an advantage.	. Responsible for providing recommendations on installation, setup and creation of databases management systems
7. DOCUMENTATION EXPERT	
QUALIFICATIONS	EXPECTED ROLE
- At least Bachelor's degree in related fields with strong knowledge of ICT; - Must have documented more than 5 government related ICT projects - Good communications and interpersonal skills - Fluency in written and spoken English	. Development of quality technical documentations as required on this TOR; . Preparation of mandatory documents or artifacts mentioned in Government Enterprise Architecture (GEA) and Nepal Government Interoperability Framework (NeGIF), . Other activities as required

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B. CONTRACTUAL PROVISION AND CONTRACT TEMPLATES

Section 8: General conditions of contract (GCC)

Section-9: Special conditions of contract (SCC)

Section-10: Contract and other templates



Section-8: General conditions of contract (GCC)

A. GENERAL PROVISIONS

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this contract; will have the following meanings:

- (a) "Applicable Guidelines" means the procurement guidelines and code of conduct of Helvetas Nepal, Bilateral agreement between Government of Nepal and Government of Switzerland for ReMi project.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in Nepal and relevant amendments.
- (c) "Client" means the ReMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant.
- (d) "Consultant" means legally established professional individual consultant or consulting firm or an entity that may provide the Services to the Client under the Contract.
- (e) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (f) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. Provision of Sub-consultant shall be outlined in the **SCC**.
- (g) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (h) "Contract" means a legally binding written agreement signed by the Client and the contract.
- (i) "Party" means the Client or the Consultant who agrees contractual clauses and signs the agreement.
- (j) "Day" means a working day or as specified in the **SCC**.
- (k) "Effective Date" means the date on which this contract comes into force and effect.
- (l) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or JV member(s) assigned by the consultant to perform the Services or any part thereof under the Contract.
- (m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant's proposal.
- (n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (o) "Joint Venture (JV)" means an association with a legal personality distinct from that of its members, of more than one entity where



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one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly legally liable to the client for the performance of the Contract. JV provision is as outlined in **SCC**.

- (p) "Foreign Currency" means any currency other than the currency of the client's country.
- (q) "Government" means the government of Nepal (GoN).
- (r) "Local Currency" means the currency of Nepal (NPR).
- (s) "Agreed" means any relevant matters communicated in writing and mutually agreed by the parties.
- (t) "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

- 2. **Applicable law** Applicable Law shall be as provisioned in **SCC**.
- 3. **Language of contract** RFP, contract, and any other relevant communication shall be done in the language specified in **SCC**.
- 4. **Use of stationary** Plain paper
- 5. **Communications** Any communication required pursuant to this contract shall be in writing in the language of contract. Verbal communication between the parties or representatives shall not be the part of this contract.
- 6. **Location** The Services shall be performed at or as are specified in **SCC** or place approved by client.
- 7. **Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the client or the consultant may be taken or executed by the officials specified in the **SCC**.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 8. **Commencement of Contract** This contract shall come into force and effect on the date of the client's notice to the consultant or specified in the **SCC**.
- 9. **Commencement of Services** The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 10. **Modifications [Variations, Time extension etc]** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. The

modification may apply in the situation of Force Majeure but not limited to.

11. Termination

This Contract may be terminated by either Party as per provisions set up below:

- a. By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in the following:

 - (a) If the Consultant fails to comply required quality and stipulated time.
 - (b) If the Consultant breach the applicable law and guidelines under this contract.
 - (c) If the Consultant fails to comply code of conduct of the client especially zero tolerance related provisions.
- b. By the Consultant**

The Consultant may terminate this Contract in case of the occurrence of any of the events specified in the following:

 - (a) If the Client fails to pay any payment as per contract.
 - (b) If the consultant fails to accomplish the assignment due to force majeure.
 - (c) If the Client is in material breach of its obligations pursuant to this Contract.
- e. Payment upon Termination**

Upon termination of this Contract, the Client shall make the following payments to the Consultant:

 - (a) remuneration for services satisfactorily accomplished and approved by client.
 - (b) any reimbursable expenses/costs already paid by consultant approved by client.

C. OBLIGATIONS OF THE CONSULTANT

12. General

- a. Standard of Performance**

The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with the third parties.
- b. Law Applicable to Services**

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts comply with the Applicable Law.

13. Conduct of Consultants

The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and Applicable law and guidelines.

The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :

- (i) give or propose improper inducement directly or indirectly,
- (ii) distortion or misrepresentation of facts
- (iii) engaging or being involved in corrupt or fraudulent practice
- (iv) interference in participation of other prospective consultants.
- (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract

14. Confidentiality

The Consultants, and the Personnel of either of them shall not, either during the term or within ten (10) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

15. Liability of the Consultant

Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

16. Insurance

The Consultant shall be responsible for ensuring the prevailing regulations (labor act or other relevant act) for personnel insurance such as GPA and any other insurance and implantation accordingly or as provisioned in **SCC**.

17. Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in **ToR**, in the form, in the numbers and within the time periods set forth.

18. Proprietary Rights of the Client in Reports and Records

Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents, and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the

same information unrelated to this Contract without prior written approval of the Client.

19. **Equipment, Vehicles and Materials** Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination/expiration of this Contract, the Consultant shall make available to the Client or must handover to the client.
20. **Description of Key Experts** The title agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **ToR**.
21. **Replacement of Key Experts** Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
22. **Approval of Additional Key Experts** If during execution of the contract, additional Key Experts are required to carry out the services, the consultant shall submit to the client for review and approval of their CVs. Client may consider such proposal based on the careful assessment and notify to consultant for implementation.
23. **Replacement/ Removal of Experts – Impact on Payments** Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. If exceeded the consultant should bear all such costs.
24. **Working Hours, Overtime, Leave, etc.** Working hours and holidays for Experts are set forth in **Financial Proposal**. To account for travel time to/from the client's country, experts carrying out services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Financial Proposal**.
- The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Financial Proposal**, and the Consultant's remuneration shall be deemed to cover these items.
- Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

25. Transportation

The consultant shall be responsible for arranging means of transport for all kinds of local travels.

E. OBLIGATIONS OF THE CLIENT

26. Assistance and Exemptions

Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

27. Access to Project Site

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**28. Payment
Obligation**

In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant within stipulated time.

F. SETTLEMENT OF DISPUTES

**29. Amicable
Settlement**

The Parties shall use their best efforts to settle seek to resolve any dispute amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.by mutual consultation.

30. Dispute Resolution

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within seven (7) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the arbitration in accordance with the provisions specified in the **SCC**.

G. DISCONTINUANCE

31. Discontinuance

If any kind of misconduct by the consultant has been recorded or identified; ReMi/Helvetas Nepal will not continue the services with consultant and Helvetas Nepal will not consider for any further contracts for such consultants.



Section-9: Special conditions of contract (SCC)

Number of GCC Clause	Amendments and supplements to clauses in the GCC
A(1-f)	Sub-contract: Not Allowed
A(1-j)	"Day" means working day
A(1-o)	JV: Allowed up to a maximum of 3 partners <i>If more than 3 partners are included in the JV, the proposal will not be considered for further evaluation.</i>
A(2)	Applicable law: prevailing laws in Nepal
A(3)	Language use for this contract: English
A(6)	Location of service to be performed: as per Terms of Reference
A(7)	Authorized representative of the Client: Madushika Lansakara Authorized representative of the Consultant: <i>[to be mentioned as per proposal of consultant later while signing the contract]</i>
B(1)	Contract commencement date: 24th February 2025
C(6)	Liability of the consulting firm: No further requirements.
C(7)	Insurance policies to be confirmed by consulting firm: Applicable insurance as per prevailing law shall be the liability of consulting firm.
C(9)	Proprietary rights: All information, documentation and products under this assignment are the sole proprietary of ReMi/Helvetas Nepal
E(17)	Obligation of client: Coordination and facilitation with Ministry of Labour, Employment and Social Security and other key stakeholders.
F(21)	Dispute settlement: Mutual understanding



Contract

#.....

Between
Helvetas Nepal
and
Consultant

for
Study/Investigation/Intellectual
service



FORM OF CONTRACT

This contract (hereinafter called the "Contract") is made on the day of the ... (month)... of 2025 between M/s ReMi/Helvetas Nepal (hereinafter called the "Client") on the one hand, and M/s (hereinafter called the "Consultant") on the other hand.

WHEREAS

- (a) the client has requested the consultant to provide certain consulting services as defined in this contract (hereinafter called the "Services");
- (b) the consultant, having represented to the client that it has the required professional skills, expertise, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this contract:
 - (a) The General Conditions of Contract (GCC)
 - (b) The Special Conditions of Contract (SCC)
 - (c) Annexes:
 - Annex- A: Terms of Reference
 - Annex- B: Key Experts
 - Annex- C: Minute of Negotiation Meetings
 - Annex -D: Form of Advance Payments Guarantee Template
 - Annex-E: Details of Budget
 - Annex-F: Detail Workplan

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Annex-A; Annex-B; Annex-C; Annex-D; Annex-N.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.



-
3. The duration of the contract is as specified in the special condition of the contract (SCC). Total contract value is NPR (In words Rupees) as detailed out in the Annex.....

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

For and on behalf of *[Name of Client]*

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

For and on behalf of *[Name of Consultant]*

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

Date:

ANNEXES

- | | |
|-----------|---|
| Annex- A: | Terms of Reference |
| Annex- B: | Key Experts |
| Annex- C: | Minute of Negotiation Meetings |
| Annex -D: | Form of Advance Payments Guarantee Template |



Performance guarantees template

[insert Bank's Name, and Address of Issuing Branch or Office]

Date: [insert date]

Beneficiary: ReMi/ Helvetas Nepal

Date:

Performance Guarantee No.:

We have been informed that name of the supplier.
... (hereinafter called "the Supplier") has entered into Contract No.
reference number of the contract. dated
.with you, for the execution of name of contract
and brief description of goods and related services. (hereinafter
called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a
performance guarantee is required.

At the request of the Supplier, we name of
the bank. hereby irrevocably undertake to
pay you any sum or sums not exceeding in total an amount of
. name of the currency and amount in words
(. amount in figures.....)
such sum being payable in the types and proportions of currencies in which the
Contract Price is payable, upon receipt by us of your first demand in writing
accompanied by a written statement stating that the Supplier is in breach of its
obligation(s) under the Contract, without your needing to prove or to show grounds for
your demand or the sum specified therein.

This guarantee shall expire, no later than the day of
....., and any demand for payment under it must be received by us at this office
on or before that date.

.....
Signature(s) and seal of bank (where appropriate)



Self - Declaration Letter template

Date:

The Team Leader,
Reintegration of Returnee Migrant Workers (ReMi) Project
Project Support Unit, Helvetas Nepal
Dhobighat, Lalitpur, Nepal

Subject: Self Declaration Letter

Dear Sir/Madam:

We, as applicant for the RFP, we hereby declare that

- 1. Board of directors or proprietors are not involve in any political parties,
- 2. Key experts proposed in this proposal are not directly or indirectly involved in the roles which may declare the conflict of interest. The proposed key experts shall be made available for implementation,
- 3. All the information provided in this proposal are true and genuine

to the extent of our knowledge. If any discrepancies arises due to above mentioned factors we will abide by any legal cases or disqualification of the proposal or both.

.....
Signature and stamp of Entity
Name of Representative:
Designation:

