

## **REQUEST FOR PROPOSALS**

# for the Procurement of Consulting Services of Media Engagement of the ReMi Project

RFP No.: [ReMi/002/2025]

Authorized signature:

Issued by: Helvetas Nepal

Issued on: 19th May 2025

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#### A. REQUIRED INFORMATION AND SELECTION PROCEDURE

Section -1: Request for Proposal



#### REQUEST FOR PROPOSAL

Date of first publication: 19th May 2025

The Reintegration of Returnee 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 provides technical assistance on the project.

The project seeks to engage a qualified consultancy firm with demonstrated expertise in media engagement, advocacy communications, IEC material development, and hoarding board design. The selected firm will support both visibility and strategic media advocacy, ensuring that media platforms are used to inform, influence, and inspire systemic improvements in migration governance and reintegration support.

- 1. ReMi/Helvetas Nepal invites sealed Request for Proposals from the eligible consulting firms. The detailed RFP document can be obtained by downloading from https://notice.helvetasnepal.org/.
- 2. All sealed proposals must be submitted on or before 9<sup>th</sup> June 2025 latest by 1 PM. Proposals/documents received after the deadline shall not be accepted.
- Proposals will be opened in the presence of consultants/representatives who choose to attend at 2 PM on 9<sup>th</sup> June 2025. Proposal must be valid for 90 days from the date of proposal submission deadline.
- 4. 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	<ul> <li>(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.</li> <li>(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.</li> </ul>
	e e	(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 or provides the Services to the Client under the Contract.
		(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).
		(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.
		(g). "Day" means a calendar day.
		<ul> <li>(h). "Experts" means key experts and non-key experts proposed by consultant.</li> <li>(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.</li> </ul>
		(j). "ITC" means the Instructions to Consultants that provides all information needed to prepare and submit their Proposal.
		(k). "LOI" means the Letter of Invitation being sent by the Client to the Consultants or RFP notice published in the newspaper.
		(I). "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.
		(m). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
-		<ul><li>(n). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants.</li></ul>
		<ul><li>(o). "Services" means the work/task/assignment to be performed by the Consultant pursuant to the Contract.</li></ul>
		(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.
1.2	Introduction	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.
		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.
1.3	Conflict of Interest	The client will provide RFP document and relevant information free of cost.  The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.



		The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or band for future contracts.				
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					
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	The technical and financial proposal should be prepared using the standard forms provided under this RFP.  The financial proposal includes all kinds of costs required to accomplish the				
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, O	pening and Evaluation				
3.1	Submission of proposal	Technical Proposal- 1 hard copy in sealed envelope separately submitted to the address specified in data sheet. The proposal should be clearly labelled as 'Technical Proposal'				
		Financial Proposal- 1 hard copy in sealed envelope separately submitted to the address specified in data sheet. The proposal should be clearly labelled as 'Financial Proposal'.				



		Both separately sealed technical and financial proposals should be submitted physically within the deadline at the address mentioned in the data sheet. Proposals submitted other than physical means will not be accepted.
3.2	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.	
		The financial proposal shall remain sealed and safely in the client's custody.
-		Only the financial proposal of consultant who pass the technical proposal shall be opened in the presence of consultant/representative who choose to attend as on date/time mentioned in the technical proposal evaluation result notice.
3.3	Evaluation of proposals	The evaluation of the proposal shall be conducted in two steps namely technical and financial evaluation in accordance with the criteria set in the data sheet. The second step- financial proposal evaluation shall be carried out for the financial proposals opened according to ITC (3.2). The technical proposal evaluation result and final result will be published in Helvetas Nepal website (https://notice.helvetasnepal.org/).
3.4	Method and weightage of evaluation	The method of selection shall be as mentioned in the data sheet.  The weightage of technical and financial proposal shall be as mentioned in the data sheet.
4	Negotiation an	d 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	The highest scorer in the final evaluation combining the technical and financial proposal shall be awarded and signed the formal contract.  The award shall be cancelled as and when the consultant is declared as criminal by court or blacklisted by PPMO/Government of Nepal.



## Section -3: Data Sheet (DS)

1.2 T	Description The name of the Client is: Reintegration of Returnee Migrant Workers Project (ReMi) / Helvetas Nepal The RFP document comprises:						
R	Reintegration of Returnee Migrant Workers Project (ReMi) / Helvetas Nepal						
2.4 T	The RFP document comprises:						
	The state of the s						
	Section -1: Request for Proposal						
1 1	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 including self-declaration letter						
l e	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 <b>S</b>	Sub-contracting: Not Allowed						
2.9 <b>P</b>	Pre-proposal conference on RFP						
	A pre-proposal conference will be held on 26 <sup>th</sup> May 2025 at 2 PM at ReMi/Helvetas Nepal Office, Dhobighat, Lalitpur. All interested applicants are invited to participate in this discussion.						
c	Clarification of RFP:						
	The deadline for submitting clarifying questions on the RFP is 28th May 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 30 <sup>th</sup> May 2025						
2.12 P	Price adjustment: Not applicable						
	Professional liability Insurance: Not applicable						
	Deadline for submission: 9 <sup>th</sup> June 2025 at 1 PM						
A	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 <b>P</b>	Place of opening the technical proposal:						
	Reintegration of Returnee Migrant Workers (ReMi) Project						
	Project Support Unit,						
	Dhobighat, Lalitpur, Kathmandu, Nepal; M8G5+CP						
D	Date & time of opening the technical proposal: 9 <sup>th</sup> June 2025 at 2 PM						
3.3 (a	a) Eligibility criteria:						
	Consulting Firm registration						





- 2. VAT registration
- 3. Tax clearance certificate 2080/081
- 4. Audit report (balance sheet and income statement) of last three fiscal years
- 5. Self-declaration letter (as prescribed in the RFP)
- Liquidity Evidence (other than audit report)- Liquidity evidence refers to the audit report or recent (close to proposal submission date) bank statement which reflect the minimum requirement of 1 million. Those who have sufficient balance in their latest audit report no need to submit liquidity evidence.
- (b) Evaluation criteria [Only who met the eligibility criteria mentioned above (a)]: The number of points to be given under each of the evaluation criteria are:

#### 100 Points

Criteria		Points
	Not Rated	
Section 4 A. Technical Proposal Submissio Section 4 B. Firm's General Information	Not Rated	
Section 4 C. Technical Proposal		Not Rated
Section 4 C. (i) Understanding of the TOR		5
Section 4 C. (ii) Methodology	25	
Sub-Section (Methodology)		
a. Media Engagement strategy	7	
b. Multimedia Content Production	9	
c. IEC Material Development	9	
Section 4 D. Experiences of the Consulting	Firm	. 15
Sub-Section (Firm Experience)	Points	
(i) General Experiences	Not rated	
(ii) Related Experiences	5	
(iii) Sample Projects (2)	10	
Section 4 E. Curriculum Vitae of Proposed	Team	45
Section 4 F. Activity work plan in respondin Reference	g to the Terms	of 5
Section 4 G: Financial Capacity		5
a. Annual Average Turnover: minimur	n NPR 7 million	1
<ul> <li>b. Contract in Hand: Number (to be de consultant with evidence)</li> </ul>		
TOTAL POINTS		100

The minimum technical score required to pass 70 (70% of total points)

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.

3.4 Method of selection: Fixed Budget Selection (FBS)

Available Budget: NPR 5 million maximum

Total Score: 100 Points

Weightage of evaluation: Technical (80%) and Financial (20%)

4.1 **Negotiation:** Date/time and address will be set later on as per the requirement



#### 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 19 <sup>th</sup> May 2025, we, the unoffer to provide <b>Media Engagement Service for ReMi project</b> as per the ToR providerein.	
We undertake, if our proposal is accepted, to commence and complete the delivery services specified in the contract within the stipulated time frame. We hereby confir proposal is in accordance with the Standard Formats provided in the Request for P (RFP).	m that our
We also declare that our Firm/Consultant/Staffs has not been subjected to any legal and all the information contained herein are true and complete to the best of my known further, we understand that you are not bound to accept any proposal you receive.	owledge.
Duly Authorized to sign proposal for and on behalf of	
Signature and stamp of Entity Name of Representative: Designation:	

### 4B. ORGANIZATION/FIRM GENERAL INFORMATION

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

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



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

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.

#### METHODOLOGY (max 3 pages)

The proposal should include a complete description of the methodology including media engagement strategy, process of approach on multimedia content production and IEC material development. The following rated criteria will be used for evaluation:

#### Media Engagement Strategy

The strategy will focus on identifying and engaging key stakeholders in print broadcast and digital media to ensure consistent and effective promotion. Communication materials such as press releases, feature articles, blogs and social media content should be regularly produced and shared to highlight key achievements and impact of the field. The methodology should include strategy for wider coverage of all audiences.

#### **Multimedia Content Production**

It should demonstrate the strategy to produce high quality multimedia content including script writing, interviews, videography, editing, audio balancing, sub titling and format exporting using high definition video cameras and professional editing software. Additionally, photos, radio jingles and infographics production strategy should be incorporated.

#### **IEC Material Development**

It should demonstrate a clear method and strategy on reviewing existing research report and project data to extract key findings and incorporate those in the IEC materials. It should also present the process of developing brochures, flyers, posters, fact sheets which can present complex information in an accessible format. In addition, this should also include the strategy to include local government and community networks to ensure wider outreach.



#### 4D. EXPERIENCES OF THE ORGANIZATION/ CONSULTING FIRM.

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

Please list out specific experiences of consulting firm related to this assignment in reverse chronological order (most recent first).

Provide descriptions of two (02) sample projects which are similar in nature to this assignment.

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

SAMPLE PROJECT DESCRIPTION

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

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

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

Team Composition of Key Experts:

S.N	Name of staff/ expert	Proposed position for this assignment	Qualification	Years of total experience	Years of Specific experience



FORMAT OF CURRIC	ULUI	M VITAE (CV)**			
Name of Expert:					
Proposed Role:					
Phone /Mobile No.:					
Date of Birth:					
Education:	oinad	college and university and	Lyon of advantion	comple	tion of a overert
Summarize the degrees obt  Qualification		tute/School/College			f Completion
Qualification	mon	idic/ochoohoohege		i cai o	1 Completion
Specific/relevant Experien Starting with present releval names of organizations and	nt pos majo	r tasks performed.	ogical order all pro		
Designation and Duration	n	Organization		Major	tasks performed
Certification:					
Training/course of		Institution		Durati	on and Date
certification					
Publications (recognized a Name of publication		Academic / Professiona	nal organization	Date o	: of publication
Name of publication		Academic / Professiona	i association	Date	n publication
		•			
Professional membership	/affilia			- "	
Membership/affiliation		Institution/authority		Durati	on and date
Language skills Please highlight proficiency	in ead	ch language as Fluent Ver	Good Good We	ak	
Language	li cac	on language as macht, ver	Proficier		
	Rea	ading	Writing		Speaking
English					
Nepali					
Other (please specify)					
(picase specify)					
<b>Declaration:</b> I, the undersigned, cert describe my qualification I confirm my availability suggested timeframe.	ons, r	my experience, and my	self.		
[Signature of consultan	t]	_ [DD/MM/YYYY]	Date:		
Stamp:					
(** Repeat this format f	or ea	ach additional proposed	d team member	)	
					N. UN/

4F. ACTIVITY (WORK) PLAN

HELVETAS

Please briefly describe your major planned activities in the given format below for a total duration of 09 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.

M1	M2	М3	M4	M5	M6	Remarks
					=	
	M1	M1 M2	M1 M2 M3	M1 M2 M3 M4	M1 M2 M3 M4 M5	M1 M2 M3 M4 M5 M6

#### **4G. FINANCIAL CAPACITY**

Particulars	Fiscal Year 2078/079	Fiscal Year 2079/080	Fiscal Year 2080/081
Annual Turnover			
Contract in Hand			
(Number)			

(Note: Please provide contract details with the reference and evidence)



## Section -5: Financial Proposal – Standard Forms

### 5A. FINANCIAL PROPOSAL SUBMISSION LETTER

Designation:

Date:
To 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 19 <sup>th</sup> May 2025, we, the undersigned offer to provide <b>Media Engagement Service of ReMi project</b> 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:

HELVETAS

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#### 5B. DETAILED BREAKDOWN OF COST

Financial Proposal for providing Media Engagement Service to ReMi Project

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 (Please specify)					
3.1	5555)					
3.2						
3.3						
	Sub-total					
	Total (1+2+3+N)					
	13% VAT					
	Grand total					

Authorized Signature Date:

HELVETAS

#### Section -6: Helvetas anti-corruption policy



## **Code of Conduct for Contracted Parties**

Final version February 2020

#### Scope of this Code of Conduct

HELVETAS Swiss Intercooperation (hereinafter HELVETAS) is a civil society 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 values<sup>1</sup>:

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 HELVETAS requests to be respected and adhered to by its employees.

Further, we expect that all individuals and institutions with whom HELVETAS engages respect these values and act in accordance with them, as well as with national and international laws. This applies both to professional contexts and to private matters that have an influence on the professional domain. This Code of Conduct outlines the attitude and the behavior that HELVETAS 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 HELVETAS and its contracted parties. In signing their contract, contracted parties take on the commitment to observe the Code of Conduct, to ensure adherence by their personnel and their subcontractors, and to behave accordingly. Any action violating the Code of Conduct may entail an enquiry and the imposition of measures relating to non-compliance with contractual obligations, or of other measures.

The Components of the Code of Conduct

Contracted parties 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.

Loyalty and confidentiality and civic duty

The actions of contracted parties in the frame of the collaboration with HELVETAS must be consistent with the goals, the values, and principles of HELVETAS as expressed in its mission statement and organizational strategy. Contracted parties are expected to regularly reflect upon their own actions and behavior and those of subcontractors.

Contracted parties, their employees and subcontractors commit to abide by the national laws, as citizen or resident of a specific country or as a short-term visitor.

Organisational Strategy HELVETAS Swiss intercooperation

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#### Use of competences. means and assets

Contracted parties, their employees and subcontractors contribute with their competences and capacities to the objectives of the collaboration. They commit to make use of available means and assets effectively and efficiently, according to legal stipulations, internal regulations, contractual agreements and in conformity with project goals.

#### **Culturally sensitive** behaviour

Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behavior and statements.

Contracted parties, their employees and subcontractors must respect local norms and conventions in contacts with authorities, partners and local people. They must respect the customs and culture of the country of cooperation in appearance and manner of dress, 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.

#### Inter-personal relations and professional conduct

Contracted parties, their employees and subcontractors must have respectful, fair and equitable relations with all persons irrespective of their age, origin, language, religion, culture, social position, physical ability or sexual orientation.

They are aware of their privileged and often powerful status vis-à-vis other actors and must refrain from abusing any hierarchical, material, or social position in any way.

They never request any service or favour from primary stakeholders or other persons of concern in return for support or protection. They never engage in any exploitative relationships – sexual, emotional, financial, or employment-related – with primary stakeholders or other persons of concern.

They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.

#### Protection of children and youth

Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child.2

#### Mobbing and sexual harassment

Contracted parties, their employees and subcontractors abstain from mobbing<sup>3</sup>, sexual or sexist harassment<sup>4</sup> of colleagues, partners, or any other person.

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

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

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 VETAS advantages or disadvantages at work.

## 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.

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

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management of the contracted party and/or HELVETAS. The contracted party is obliged to share the reported cases and action taken with HELVETAS.

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

#### Consequences of a violation of this Code of Conduct

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

#### **Final Remarks**

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

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

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

Read and agreed.
Name of the contracted party:
Name of signatory of contracted party:
Place and date
Signature:



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#### Section -7: Terms of Reference (ToR)

#### Media Engagement for the ReMi Project Reintegration of Returnee Migrant Workers (ReMi) project

#### 1. Background

The Reintegration of Returnee 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 and Madhesh Province, with technical assistance from Helvetas Nepal.

The project contributes to the sustainable reintegration of returnee migrant workers wherein the drivers of (re)migration are addressed as a result of economic self-sufficiency, social stability and psychosocial well-being, including development of income generating activities (e.g. job or self-employment), reestablishment of social networks in his/her community of origin. The project also seeks to strengthen government institutions to have clarity on their mandate based on the existing frameworks and (yet to be developed) reintegration policies, and have the necessary capacities, including sufficient financial and human resources, to fulfil their responsibilities. Finally, the project will facilitate the collection and compilation of standardized data on migrants' returnees to inform planning and policy making on reintegration of returnee migrant workers.

To maximize the impact and sustainability of the ReMi Project, a specialized media consultancy is needed to strengthen visibility, public awareness, and advocacy on reintegration which further support to minimize gaps remaining in public knowledge and policy attention. By engaging a media firm, the project can deliver high-quality storytelling, IEC materials, and advocacy campaigns that promote positive narratives, influence policy, and embed reintegration models into national and local systems. This 10-month consultancy will ensure ReMi's achievements and lessons are effectively communicated for broader, long-term change.

The ReMi Project works towards the goal that returnee migrant workers have re-established themselves in Nepal and actively participate in social, cultural, economic, and political life. The following outcomes will contribute to achieving this goal:

Outcome 1: Men and women returnee migrant workers in project working area establish a stable social and economic situation.

<u>Outcome 2:</u> The three tiers of government implement effective mechanisms to provide reintegration services to returnee migrant workers.

Name of the project location:

Koshi Province	Madhesh Province
Urlabari Municipality,Morang	Janakpurdham Sub Metropolitan City,
Kerabari Rural Municipality, Morang	Dhanusha
Kanepokhari Rural Municipality, Morang	Kshireshwornath Municipality, Dhanusha
Miklajung Rural Municipality, Morang	Lakshminiya Rural Municipality, Dhanusha
Mechinagar Municipality, Jhapa	Janaknandini Rural Municipality, Dhanusha
Kamal Rural Municipality, Jhapa	Mukhiyapatti Musaharniya, Rural Municipality,
Suryodaya Municipality, Ilam	Dhanusha
Ramdhuni Municipality, Sunsari	Siraha Municipality ,Siraha
Katari Municipality, Udayapur	Mirchaiya Municipality ,Siraha
Diktel Rupakot Majuwagadhi Municipality	Rajbiraj,Municipality ,Saptari
,Khotang	Jaleshwor Municipality, Mahottari
	Pipara Rural Municipality, Mahottari

#### 2. Objective:

The primary objective of this consultancy is to manage and implement media engagement strategies for the ReMi Project to:

- Increase media visibility of the ReMi project and its impact on returnee migrant workers.
- Develop and implement a media engagement strategy that includes advocacy components
- Engage journalists and media institutions to promote investigative reporting and evidence-based storytelling.
- Develop high-quality media content to disseminate key project messages through multiple platforms.
- Strengthening engagement with the media through proactive outreach and partnerships.
- Integrate research findings into IEC materials, ensuring accessibility and relevance for different audiences.
- Design impactful hoarding boards for strategic locations to enhance awareness.
- Support with the documentation of the project

#### 3. Scope of Work

The consultant will be expected to undertake the following tasks:

#### 3.1 Media Engagement Strategy

- Develop and implement a comprehensive media strategy that combines visibility with advocacy objectives.
- Identify opportunities to use media platforms to raise public awareness and influence policy discourse on migrant reintegration.
- Identify and engage print, broadcast, and digital media to promote the project.
- Develop and distribute press releases, articles, blogs, and social media updates.
- Track media coverage, audience engagement, and campaign impact.

#### 3.2 Multimedia Content Production

Produce high-quality videos (3–5 minutes) capturing key project highlights and testimonials. This includes:

- Scriptwriting, interviews, videography, editing, audio balancing, subtitling, and format exporting.
- Use of HD-quality video cameras and professional editing software
- Archive raw footage and edited outputs in an external hard disk with professional logs.
- Produce multimedia content (photos, infographics) to highlight project successes.
- Develop a professionally produced radio jingle (30–60 seconds) for awareness and outreach.

#### 3.3 IEC Materials Development

- Review existing research reports and project data to extract key findings for IEC materials incorporating specific needs from the field
- Develop brochures, flyers, posters, and fact sheets that simplify complex data into key messages.

- Support the distribution of IEC materials through media channels, Employment Service Centers (ESCs), and community networks.
- Conduct a site assessment to identify strategic locations for installing hoarding boards.
- Design visually appealing and informative hoarding boards, incorporating key messages on migrant reintegration, employment services, and rights.

#### 4. Deliverables and Timeline:

SN	Deliverable	Time Frame
1	Media engagement strategy	Month 1
2	At least five videos of 3–5-minute shorts capturing key project highlights and testimonials video -one for only benefits getting from the referral from program, model-ESC, Province, highlight best practices, advocacy)-refer annex one for the type of video	Month 2-3
3	12 media pieces (press releases, media articles, case study highlights).	Month 3-4
4	Raw /original (no further editing) footage and high-resolution (Standard MP should be mentioned) photographs for project documentation	Ongoing (Throughout Contract Period)
5	A professionally produced radio jingle (30-60 seconds) for awareness and outreach	Month 3-4
7	Development of IEC materials incorporating research findings	Months 4–8
6	Design and installation of digital hoarding boards in agreed locations-2 types of EIC- one for program and one for beneficiary	Months 5–8
8	Final completion report, summarizing achievements, challenges, and recommendations.	Month 9

#### 5. Duration of Consultancy

The contract will last for 10 months (Including settlement and Closure), starting from the signing of the agreement.

#### 6. Required Competencies of the firm

#### **Essential Requirements**

- At least 5 years of experience in media engagement, IEC development, and public awareness campaigns
- A dedicated team of experts in media, content development, and graphic design
- Proven ability to design visual communication materials, including hoarding boards and IEC materials
- Knowledge of relevant sectors and access to stakeholders and relevant information sources

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 Knowledge of international standards in terms of video production, photography, social media management

#### **Desirable Requirements**

Strong network with local, provincial and national media.
 Experience working with development projects, NGOs, or government agencies.

#### 7. Team Composition and Required Competencies

The firm must provide a qualified, multidisciplinary team with the following roles and expertise to successfully deliver the assignment:

#### **Team Leader**

- Minimum 5-7 years of experience managing media, communication, or public awareness projects.
- Proven leadership and coordination skills on multi-stakeholder projects.
- Strong understanding of IEC and behavior change communication (BCC) strategies.
- Excellent client liaison, reporting, and problem-solving abilities.
- Advanced degree in communications, public relations, project management, or a related field.

#### **Content Developer**

- Minimum 3–5 years of experience in writing and editing content for public awareness, IEC materials, social media, or advocacy campaigns.
- Strong storytelling ability and skill in adapting content for different audiences.
- Familiarity with development sector topics including governance, migration and reintegration is desirable.
- Bachelor's degree in communications, journalism, English, or a related field

#### **Graphic Designer / Visual Communications Expert**

- Minimum 3–5 years of experience in graphic design, visual communications, or multimedia design.
- Proficiency in design tools such as Adobe Creative Suite (Illustrator, Photoshop, InDesign).
- Demonstrated ability to create engaging visuals, including hoarding boards, posters, social media graphics, and IEC materials.
- Knowledge of print production processes and digital media requirements.
- Degree or diploma in graphic design, visual arts, or related discipline.

#### Video Production Specialist / Photographer

- At least 5 years of experience in video production and photography, preferably in development or public awareness campaigns.
- Strong portfolio demonstrating work aligned with international production standards.
- Technical expertise in videography, editing, lighting, sound, and post-production.
- Knowledge of ethical standards, including informed consent and cultural sensitivity.
- Degree or certification in film production, multimedia, or related field.

Editor (Content Editor / Communications Editor)

- 5-years of experience editing and refining communication materials for clarity, tone, and consistency.
- · Strong command of grammar, style, and readability.
- Experience working with IEC or public awareness content is preferred.
- Degree in communications, journalism, English, or related discipline.

#### 8. Reporting

The consultancy will report to the ReMi Project Knowledge management and digitalization specialist and provide regular updates on deliverables.

#### 8. Payment Terms

- Payments will be made in installments based on the completion of the agreed deliverables as follows:
- 20% upon signing contract, submission and approval of the detailed media engagement strategy, work plan, production schedule
- 30% upon delivery of at least two short videos (3–5 minutes) showcasing project highlights and referral success stories, plus submission of first media engagement report 30% Upon delivery of remaining three videos (including model ESC showcase, provincial-level story, and advocacy video), updated IEC materials, Radio Jingles, Hoarding board and second media engagement progress report.
- 20% Upon submission and approval of all final deliverables: full set of videos (including raw footage and editable files), photos, final media engagement report (documenting outputs, reach, lessons learned), and dissemination plan/report
- The firm must submit detailed invoices and progress reports for each payment request.

#### Annex 1

Phase	Activities	Responsible
Production (Filming)	On-site filming at ESCs, provincial offices, or retunees locations.  - Capture interviews, b-roll footage, field activities.  - Ensure high-quality visuals, audio, and ethical representation.  Standards Minimum full HD resolution Branding compliant with ReMi and dodnor requirements (logos, credits, disclaimers) Subtitling in English and key local languages	Consultancy firm
Post- production	<ul> <li>Edit videos, add subtitles (local language and English), apply branding and graphics.</li> <li>Conduct internal reviews and revisions.</li> <li>Ensure final cut meets quality and content standards.</li> </ul>	Consultancy firm, ReMi for feedback
Finalization & Delivery	Submit final video files in agreed formats (HD, compressed, web-ready).  - Provide full access to raw footage and editable project files for ReMi's future use.  - Prepare a dissemination plan for online/offline channels.	

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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.
- (I) "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 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.

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(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 of 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

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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**.

#### 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.

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## 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
	If more than 3 partners are included in the JV, the proposal will not be considered for further evaluation.
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: Thilini Madushika Lansakara  Authorized representative of the Consultant: [to be mentioned as per proposal of consultant later while signing the contract]
B(8)	Contract commencement date:
C(15)	Liability of the consulting firm: No further requirements.
C(16)	Insurance policies to be confirmed by consulting firm: Applicable insurance as per prevailing law shall be the liability of consulting firm.
C(18)	Proprietary rights: All information, documentation and products under this assignment are the sole proprietary of ReMi/Helvetas Nepal
E(28)	Obligation of client: No further obligation during bidding process
F(30)	Dispute resolution: Mutual understanding



Section-10: Contract and other templates

# Contract

#.....

Between
Helvetas Nepal
and
Consultant

for Study/Investigation/Intellectual service

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## **Form of Contract**

#### **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.

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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

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## **Self - Declaration Letter template**

Date:
То
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,
- 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 and documents provided are true and authentic. 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:

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