

REQUEST FOR PROPOSALS

Procurement of Consulting Services for Strengthening Returnee Migrants Workers Network

RFP No.: [ReMi/003/2025]

Issued by: Helvetas Nepal

Issued on: 25th July 2025

Authorized signature:



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A. REQUIRED INFORMATION AND SELECTION PROCEDURE

Section -1: Request for Proposal



REQUEST FOR PROPOSAL

Date of first publication: 25th July 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 with qualified consulting firm/organization with demonstrated expertise in capacity development, advocacy, networking and gender equality, disability and social inclusion. The selected consulting firm/organization is responsible for empowering returnee migrant network for sustainable reintegration of returnee.

1. ReMi/Helvetas Nepal invites sealed Request for Proposals from the consulting firm/organization. The detailed RFP document can be obtained by downloading from <https://notice.helvetasnepal.org/>
2. All sealed proposals must be submitted on or before **18 August 2025 at the latest by 1 PM**. Proposals/documents received after the deadline shall not be accepted.
3. Proposals will be opened in the presence of applicants/representatives who choose to attend at **2.30 PM on 18 August 2025**. Proposal must be valid for **90 days** from the date of proposal submission deadline.
4. A pre-proposal conference will be held on **8th August 2025 at 2:30 PM at ReMi/Helvetas Nepal Office**, Dhobighat, Lalitpur. All interested applicants are invited to participate in this discussion.
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 Applicants (ITA)

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 ban for future contracts.</p>
1.4	Documents to be submitted	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	

MSD

3.1	Submission of proposal	<p>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'</p> <p>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'.</p> <p>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.</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 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.</p>
3.3	Evaluation of proposals	<p>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/).</p>
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	<p>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.</p>
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.</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 including self-declaration letter
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 8th August 2025 at 2:30 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 11th August 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 12th August 2025
2.12	Price adjustment: Not applicable
2.16	Professional liability Insurance: Not applicable
3.1	Deadline for submission: 18th August 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

	M8G5+CP Date & time of opening the technical proposal: 18th August 2025 at 2:30 PM																																														
3.3	<p>(a) Documents to be submitted with sealed proposals:</p> <ol style="list-style-type: none"> 1. Registrations details 2. VAT registration 3. Tax clearance certificate – 2080/081 4. By laws (<i>Bidhan</i>) and other relevant policies 5. Audit report (balance sheet and income statement) of last three fiscal years 6. Self-Declaration Letter 7. Liquidity Evidence (other than audit report)- <i>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.</i> <p>(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</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Section 4 A. Technical Proposal Submission Letter</td><td>Not Rated</td></tr> <tr> <td>Section 4 B. Firm's General Information</td><td>Not Rated</td></tr> <tr> <td>Section 4 C. Technical Proposal</td><td>Not Rated</td></tr> <tr> <td>Section 4 C. (i) Understanding of the TOR</td><td>10</td></tr> <tr> <td>Section 4 C. (ii) Methodology</td><td>30</td></tr> <tr> <td> <table border="1"> <thead> <tr> <th>Sub-Section (Methodology)</th><th>Points</th></tr> </thead> <tbody> <tr> <td>a. Need and Capacity Assessment</td><td>6</td></tr> <tr> <td>b. Institutional Development</td><td>6</td></tr> <tr> <td>c. Peer Suuport, Outreach and Engagement</td><td>6</td></tr> <tr> <td>d. Advocacy Campaign</td><td>6</td></tr> <tr> <td>e. Technical Support, Mentoring and Backstopping</td><td>6</td></tr> </tbody> </table> </td><td></td></tr> <tr> <td>Section 4 D. Experiences of the Consulting Firm/Organization</td><td>15</td></tr> <tr> <td> <table border="1"> <thead> <tr> <th>Sub-Section (Firm Experience)</th><th>Points</th></tr> </thead> <tbody> <tr> <td>(i) General Experiences</td><td>Not rated</td></tr> <tr> <td>(ii) Related Experiences</td><td>15</td></tr> </tbody> </table> </td><td></td></tr> <tr> <td>Section 4 E. Curriculum Vitae of Proposed Team</td><td>30</td></tr> <tr> <td>Section 4 F. Activity work plan in responding to the Terms of Reference</td><td>10</td></tr> <tr> <td>Section 4 G: Financial Capacity</td><td>5</td></tr> <tr> <td> a. Annual Average Turnover: minimum NPR 15 million </td><td></td></tr> <tr> <td>TOTAL POINTS</td><td>100</td></tr> </tbody> </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. Firm's General Information	Not Rated	Section 4 C. Technical Proposal	Not Rated	Section 4 C. (i) Understanding of the TOR	10	Section 4 C. (ii) Methodology	30	<table border="1"> <thead> <tr> <th>Sub-Section (Methodology)</th><th>Points</th></tr> </thead> <tbody> <tr> <td>a. Need and Capacity Assessment</td><td>6</td></tr> <tr> <td>b. Institutional Development</td><td>6</td></tr> <tr> <td>c. Peer Suuport, Outreach and Engagement</td><td>6</td></tr> <tr> <td>d. Advocacy Campaign</td><td>6</td></tr> <tr> <td>e. Technical Support, Mentoring and Backstopping</td><td>6</td></tr> </tbody> </table>	Sub-Section (Methodology)	Points	a. Need and Capacity Assessment	6	b. Institutional Development	6	c. Peer Suuport, Outreach and Engagement	6	d. Advocacy Campaign	6	e. Technical Support, Mentoring and Backstopping	6		Section 4 D. Experiences of the Consulting Firm/Organization	15	<table border="1"> <thead> <tr> <th>Sub-Section (Firm Experience)</th><th>Points</th></tr> </thead> <tbody> <tr> <td>(i) General Experiences</td><td>Not rated</td></tr> <tr> <td>(ii) Related Experiences</td><td>15</td></tr> </tbody> </table>	Sub-Section (Firm Experience)	Points	(i) General Experiences	Not rated	(ii) Related Experiences	15		Section 4 E. Curriculum Vitae of Proposed Team	30	Section 4 F. Activity work plan in responding to the Terms of Reference	10	Section 4 G: Financial Capacity	5	a. Annual Average Turnover: minimum NPR 15 million		TOTAL POINTS	100
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3.4	<p>Method of selection: Fixed Budget Selection (FBS)</p> <p>Available Budget: NPR 9.8 million maximum</p> <p>Total Score: 100 Points</p>																																														

	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.

NSP



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 25th July 2025, we, the undersigned offer to provide **Strengthening Returnee Migrant Workers Network** 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 Organization/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/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			
1	Name of the organization/Firm				
2	Type of Organization/Firm				
3	Organizational/Firm 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 (Please mention the registration status in all entities)	Registration No. <table border="1"><tr><td></td></tr></table> Reg. date <table border="1"><tr><td></td></tr></table> Name of reg. authority <table border="1"><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 5 pages)

The proposal should include a complete description of the methodology including Capacity strengthening of returnee migrant network, advocacy campaign, technical support, mentoring and backstopping. The following rated criteria will be used for evaluation:

a. Need and Capacity Assessment

It should demonstrate the strategy that how the organization assess the existing RMW networks at all levels to identify capacity gaps and opportunities including existing strengths and resources to support reintegration. Additionally, it should also demonstrate the process to identify capacity-building needs and individual network strategies outlining their contributions and specific capacity development requirements for effective reintegration support.

b. Institutional Development

It should focus on identifying gaps and strengthening Migrant Workers Networks through support for active functioning, formal registration, and constitution/bidhan development. The proposal should demonstrate the strategy to ensure participation of returnee and migrant families and provide capacity building on organizational management, leadership, membership, meetings, documentation, and financial management to enhance the networks' role in supporting reintegration and sustainable futures.

c. Community Peer Support, Outreach and Engagement

It should focus on enhancing network skills in organizing social activities to promote social cohesion, identifying peer mentors and skilled returnees as Local Resource Persons (LRP), and strengthening peer support for vulnerable groups. Proposals should also include strategies for member engagement, network sustainability, and training key actors on advocacy, stigma reduction, and GBV prevention.

d. Advocacy Campaign

The proposal should demonstrate the strategy that how they support RMN to identify rights-based issues through participatory methods and develop gender-responsive advocacy messages aligned with project goals. Additionally it should also demonstrate the process to facilitate provincial local level campaign and advocate for improved services, referral mechanisms, and protection for returnees and survivors.

e. Technical Support, Mentoring and Backstopping

It should focus on methods and strategy on regular follow-up and backstopping of networks, document training contents, and develop relevant manuals. Additionally, it should also present how they prepare communication materials and toolkits for Social Mobilizers and Counselors, support the development of a membership registration system at LG level, and review and improve related policies, procedures, and guidelines for effective network functioning.

4D. EXPERIENCES OF THE ORGANIZATION/ CONSULTING FIRM

- a. Please list out **related experiences** of consulting firm in reverse chronological order (most recent first) in the below format.

S.N	Name of Project	Client/Fundi ng Agency	Contract Duration		Contract Value	Contact References of Client /funding agency	Remarks
			Start Date	End Date			
1							
2							

Please submit valid evidence for the experiences listed in the above table, such as letters of completion, contracts, or other official documents. Without proper supporting evidence, the experience mentioned will not be considered during the evaluation.

4E. PROPOSED TEAM COMPOSITION AND 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 CURRICULUM VITAE (CV)**

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 certification	of 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

MSD
NETAS

	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 Proposed Personnel]

Date:
[DD/MM/YYYY]

Stamp: _____

(** Repeat this format for each additional proposed team member)

4F. ACTIVITY (WORK) PLAN

Please briefly describe your major planned activities in the given format below for a total duration of 11 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)	M1	M2	M3	M4	M5	M6.....	Remarks

4G. FINANCIAL CAPACITY

Particulars	Fiscal Year 2078/079	Fiscal Year 2079/080	Fiscal Year 2080/081
Annual Turnover			

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 25th July 2025, we, the undersigned offer to provide **Strengthening Returnee Migrant Workers Network** 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

Name of the Consulting Firm/Organization:

Address:

SN	Cost Items	Unit	Unit Cost	Qty	Total cost	Remarks
1	Professional Team					
1.1		Month				
1.2		Month				
1.3		Month				
1.4		Month				
1.5		Month				
	Sub-total					
2	Travel and monitoring					
2.1						
2.2						
2.3						
	Sub-total					
3	Other Program Cost					
3.1						
3.2						
3.3						
	Sub-total					
	Total (1+2+3+...N)					
	Maximum up to 9% of HR Cost					
	Grand total					

Authorized Signature

Date:

Note:

1. Bidder may modify the financial proposal format as per their need.
2. The proportion of HR cost should not exceed the 60 % of total cost.

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

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 citizens or resident of a specific country or as a short-term visitor.

**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

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

Mobbing and sexual harassment

Contracted parties, their employees and subcontractors abstain from mobbing³, sexual or sexist harassment⁴ 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)

Terms of Reference (ToR) Consultancy for Strengthening Returnees/Migrant Workers Network For Reintegration of Returnee Migrant Workers (ReMi) project JULY 2025

1. Background

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 Province Koshi and Madhesh Province, with technical assistance from Helvetas Nepal.

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.

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

The project has facilitated the formation and reformation of Returnee Migrant Worker Networks at Settlement, Ward and Municipal level and has done an initial screening and initial need assessment of Returnee Migrants Workers Networks and provided basic 1.5 days training on Organizational Development and Leadership to all LG level Network. The primary task is to step in the learning of earlier interventions and build the leadership capacity and enhance their capacity for organizational and financial management for effective functioning of the networks.

The project through this consultancy is attempting a strategic effort to sustainable reintegration by empowering Returnees and Migrant Workers Network from grassroot to municipality level by building their leadership, organizational and advocacy capacities. It goes beyond service delivery to foster sustainable, community-led reintegration with a strong focus on inclusion, peer support and local ownership. By strengthening these networks, the project aims to create lasting systems that support returnees socially, culturally, economically and emotionally.

2. Objectives:

ReMi/Helvetas Nepal seeks a consultancy service to strengthen capacity of Returnee/Migrants Workers Network and its members in 20 ReMi project implementing Local Governments of Madhesh and Koshi Provinces. The primary task is to build the leadership capacity and enhance their capacity for organizational and financial management for effective functioning of the networks.

The objective of this consultancy is to strengthen the returnee migrant networks in 20 ReMi working locations in Koshi and Madhesh Province mobilized by the project at settlement, ward and municipal levels so that they are:

- (a) formally established and functional in a sustainable manner,
- (b) have increased access and linkages to their local LGs and province ministries,
- (c) can identify and address issues faced by returnees or families of migrants in their communities,
- (d) identify and capitalize on resources available within their own networks,
- (e) identify and advocate with respective local officials to address issues and challenges related to migration, employment, entrepreneurship and reintegration faced by their communities.

3. Purpose:

The project is supporting Returnees/Migrants networks in Koshi and Madhesh provinces for their development as an important point of contact and community platform for information, networks, emotional support, and assistance in difficult times for returnee migrants and their families. The network promotes the inclusion of women (returnee migrant workers and/or from migrant families) and ensures their perspective is reflected and develops their skills as an advocate. The project is directly working with them to generate evidence to inform advocacy and increase the understanding of the impact and challenges related to return and reintegration of returnee migrant workers.

So, the project seeks services to strengthen the capacity of Returnee Migrants Workers (RMWs) Networks of settlement level, ward level, Municipal level and link to provincial level of both Koshi and Madhesh Provinces. The consultancy will require extensive training, capacity building and mentoring for leadership and organizational development of community-based networks, as well as knowledge on advocacy for community-based issues related to migration, employment and reintegration. This consultancy is also expected to facilitate peer-support groups within the networks and identify local resource persons for facilitating increased access to the various supportive programmes available at the LG and PG levels.

4. Specific Tasks:

NEED AND CAPACITY ASSESSMENT

Explore the earlier learning of the project and visit the fields to understand RMW networks of all levels (Settlement, Ward & Municipal) to identify the need to develop the capacity of the established networks and prepare a related action plan

Compile existing strengths and resources that can be capitalized for facilitating social and economic reintegration of returnee migrant workers

Identify capacity building needs for network based on their potential and interests

Develop individual network strategies, highlighting network contributions to the RMW community and capacity building needs

INSTITUTIONAL DEVELOPMENT

- Identify the gap and support in the active functioning of the networks
- Ensure the participation of 60 percent of the total number of returnee and migrant families in the network referring to the available LG level migration profile.
- Support registration of LG level Migrant Workers Network at all local levels.
- Facilitate on developing "Constitution/Bidhan" for each network.
- Training and capacity building on the importance of Network and its use for the prosperous future of Returnees & Migrant Workers and their families, and organization management, including membership management, conducting meetings, maintaining documentation (members, meeting minutes, accounts), financial management, etc.
- Provide guidance and capacity building on organizational leadership.

COMMUNITY PEER SUPPORT, OUTREACH, AND ENGAGEMENT

- Enhance their skills in organizing social activities and other events to improve social cohesion and cultural exchange
- Identifying peer mentors & skilled RMWs as Local Resource Persons in each Local Government
- Support functioning of peer support for most vulnerable returnees, women and persons with disability
- Member engagement and retention strategies, and network sustainability strategies
- Organize training/orientation for key actors (community leaders, RMN Networks, health workers, etc.) on advocacy, stigma reduction, and GBV prevention and response.

ADVOCACY CAMPAIGNS

- Facilitate RMN to identify rights-based issues and concerns within the community that affect returnee migrant workers and their families through participatory approaches.
- Develop advocacy objectives and gender-responsive, culturally appropriate messages targeting communities, service providers, policymakers, in line with project goals and outcomes.
- Facilitate RMN to organize at least one advocacy campaign at each LG, and at least one collaborative campaign at province level
- Identify and facilitate opportunities for RMN members to communicate, coordinate and collaborate with LG and PG leadership to address their issues and concerns.
- Advocate for improved services, referral mechanisms, and survivor protection and rehabilitation.

TECHNICAL SUPPORT, MENTORING AND BACKSTOPPING

- Regular follow-up Networks and backstopping
- Document the training contents and develop all relevant manuals
- Prepare communication materials (posters, brochures, radio jingles, PSAs etc) and develop toolkits and guidelines for Social Mobilizer and Counselor
- Support the project and provide necessary input to the provincial government for the development of membership registration system for LG level migrant workers' networks.
- Review and improve all related policies, procedures and guidelines

5. Timeframe:

The assignment is anticipated for 10 months from the start of the contract date. The exact schedule and number of working days, along with other terms and conditions of the assignment, will be determined upon further discussion and in advance of signing the agreement.

5. Output and Deliverables:

It is expected that by the end of this contract, each of the RMW networks in 20 LGs will have achieved the following outputs:

1. RMW networks in 20 LGs are established, registered, and operate with clear systems, documentation, and sustainable resource mobilization strategies.
2. Networks actively advocate with local and provincial officials on migration, employment, and reintegration, while sustaining peer-support groups and mentorship for vulnerable returnees, women, and persons with disabilities.
3. Networks build strong partnerships with LGs, ESCs, and ministries, with Local Resource Persons supporting reintegration.
4. Each municipal network will have representation from all wards of the relevant local level, and all members of the municipal network will be listed in the ESC.
5. Networks will be formed in all major settlements of the local levels where the project is implemented, and the ward-level networks will be fully operational in their respective places.

Deliverables

1. Desk review of ReMi Implementation Guideline, network formation guideline of LG and other relevant document including field assessment after contract signing.
2. Capacity development and training completion reports detail identified needs, tailored packages, and completed training for 20 RMW networks on leadership, organizational development, financial management, social activities, peer-support, and identification of peer mentors and Local Resource Persons.
3. Finalized training manuals and materials documenting content for all capacity-building activities delivered to RMW networks.

4. Comprehensive documentation of completed advocacy training, session records, follow-up activities, field visits, and backstopping support for 20 RMW networks on advocacy and capacity strengthening.
5. Finalized advocacy objectives, key messages, communication materials (posters, brochures, jingles, PSAs), and toolkits/guidelines for Social Mobilizers and Counselors.
6. Documentation of training/orientation sessions for key actors and advocacy actions undertaken to improve services, referral mechanisms, and survivor protection and rehabilitation.
7. Final report detailing process, lessons learned, and recommendations for stakeholders.

6. Organization Required Competencies:

This assignment is expected to be completed by a consulting firm/NGO possessing the below-mentioned competencies:

Essential Requirements:

- At least 5 years of experience in Organization Development, training capacity building,
- Have proven work experience with groups and networks as well as private sectors, government agencies, labor organizations, and other formal and informal networks
- Have excellent networking ability with the stakeholders in the country including government agencies, financial institutions, NGOs, training organizations, etc.
- Have previous successful track record of being able to meet deadline and complete assignments within the stipulated timeframe
- Have proven experience in knowledge generation and policy advocacy

Desirable Requirements:

- Strong network with local, provincial and national media.
- Prior work experience with any Returnees or Returnee Migrant's Network shall be an advantage
- Experience working with development projects, NGOs, or government agencies.
- Prior work experience, social and economic reintegration shall be an advantage

7. Team Composition and Competencies:

Position: Team Leader – Part-time

Core Responsibilities:

- Provide overall technical and strategic leadership to the team.
- Coordinate planning, implementation, and monitoring of project deliverables.
- Liaise with ReMi project team and provincial line ministry.
- Guide quality assurance of training packages, advocacy materials, and final outputs.
- Supervise provincial-level operations and support coordination across LGs and ESCs.

- Lead final report writing, documentation of lessons, and stakeholder recommendations.

Required Qualification and Experience

- Master's degree in business administration, Development Studies, Public Administration, Migration Studies, or related field.
- Minimum 10 years of experience in managing multi-stakeholder development projects.
- Proven experience coordinating with stakeholders including local governments, line ministries and funding agency.
- Knowledge of migration and reintegration contexts preferred.
- Excellent communication, report writing and leadership skills.

Core Competencies:

- Strategic planning and project management
- Technical expertise in advocacy, capacity development, migration and reintegration
- Stakeholder coordination and negotiation
- Quality assurance and results-based reporting
- Policy engagement and systems thinking

Position: Capacity Building Coordinator- 1 (Full Time)

Core Responsibilities:

- Lead the design, delivery, and evaluation of capacity development interventions for community-based organizations, cooperatives, and local networks.
- Facilitate training sessions on leadership and institutional development.
- Conduct regular capacity needs assessments and develop action plans for capacity strengthening.
- Provide ongoing coaching and mentoring
- Coordinate with project teams, local governments, and other stakeholders to align capacity-building activities with broader program objectives.
- Ensure Gender Equality, Disability, and Social Inclusion (GEDSI) principles are integrated into all capacity-building initiatives.

Required Qualifications and Experiences:

- Master's Development Studies, Public Administration, Migration Studies, or related field.
- Minimum 5 years of experience in managing multi-stakeholder development projects.
- Proven experience in capacity development and organization development.
- Excellent communication, facilitation, report writing and coordination skills.

Core Competencies:

- Proven ability to design and deliver high-quality training on leadership and organizational development.
- Strong facilitation skills using participatory methodologies, with demonstrated mentoring capacities.

- Ability to analyze institutional and individual capacity gaps and customize capacity-building interventions accordingly.
- Experience working effectively with grassroots networks, local institutions, ensuring inclusivity and local ownership.

Position: GESI and Communication Officer – Full time

Core Responsibilities:

- Mainstream Gender Equality and Social Inclusion (GESI) throughout project activities and deliverables.
- Develop and validate communication materials (brochures, posters, jingles, PSAs, toolkits).
- Support peer-support models for women, vulnerable returnees, and persons with disabilities.
- Design and facilitate GESI-sensitive capacity-building activities for RMW networks.
- Document good practices, lessons learned, and ensure inclusive messaging in all content.
- Support preparation of advocacy materials and coordination with counselors and social mobilizers.

Required Experiences and Qualifications:

- Bachelor's or Master's in Gender Studies, Communication, Social Work, or related field.
- Minimum 5 years of experience in GESI mainstreaming and communication in development projects.
- Experience designing IEC materials and conducting trainings/workshops.
- Knowledge of migration and reintegration contexts preferred.
- Proven writing and documentation skills in English and Nepali.

Core Competencies:

- Strong understanding of GESI frameworks and inclusive programming
- Effective communication and IEC/BCC material design
- Training facilitation with diverse and vulnerable groups
- Advocacy skills with community-level and institutional actors
- Monitoring for inclusion and rights-based approaches

Position: Finance & Admin Officer- (Part time)

Core Responsibilities:

- Contribute to smooth daily financial and administrative management of the project.
- Support to ensure compliance and adherence to internal control systems in accordance with auditing standards and to mitigate financial risk.
- Maintain books of account as per the standard policy.
- Manage logistic and administrative aspects , including but not limited to support for organizing trainings, meetings, and events.

- Support on procurement of goods and services as required.
- Support on human resource management including maintenance of leave records, time sheets, personal files
- Support on safety and security matters.
- Periodic and accurate financial reporting to the concern agency.

Required Experiences and Qualifications:

- Bachelor's degree in business administration, Management, Commerce, or related field.
- Minimum 3 years of experience in finance/accounting in the similar position preferred in I/NGO

Core Competencies:

- Good understanding of the generally accepted accounting principles and national accounting standards, as well as Tax/VAT rules and regulations.
- Proficiency in using office application software, especially MS-Excel and accounting software packages.

Position: Network Mobilization Officer (Koshi and Madhesh – 5 persons)- Full-time

Core Responsibilities:

- Support formation, registration, and operationalization of RMW networks in assigned LGs.
- Facilitate training and mentoring for network members on leadership, peer support, financial management, and advocacy.
- Assist in identification and mobilization of Local Resource Persons and peer mentors.
- Support implementation of social activities, documentation, and backstopping support.
- Conduct regular field visits and liaise with ESCs, local governments, and counselors.
- Report on progress, challenges, and best practices to the central team.

Required Experiences and Qualifications:

- Bachelor's degree in social sciences, Rural Development, or related field.
- Minimum 3–5 years of experience in social mobilization, preferably with returnees, cooperatives, or community networks.
- Familiarity with the socio-economic context of returnee migration in Nepal.
- Experience working with local governments, ESCs, or CSOs and Cooperatives is an advantage.
- Fluency in local languages/dialects and ability to travel frequently in assigned LGs.

Core Competencies:

- Community mobilization and facilitation skills
- Capacity-building and training delivery
- Knowledge of local governance and reintegration pathways
- Report writing and documentation
- Interpersonal communication and stakeholder coordination

8. Confidentiality

The Consultant will ensure the confidentiality of all documents provided for reviewing purpose. The consultant shall not, during the term of contract and after the expiration, disclose any proprietary or confidential information relating to the service to other parties without the written consent of the Employer. All the reports, generated by the consultant will be the assets of the employer and will be used for employer's purpose only. The report generated by the party shall not disclose, reuse and modify without obtaining prior written consent from the first party once it is finalized.

9. Insurance of the consultant and their staffs

The consultant will be responsible for having the insurance coverage (such as medical, accidental and terrorism) of the consultant and staffs who are involved in delivering the agreed tasks under this contract. ReMi/ Helvetas Nepal will not be responsible to cover any costs that may occur to the consultants and their staffs involved under this assignment.

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 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 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 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.

29. Amicable Settlement

F. Settlement of Disputes

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: Not Allowed
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: <i>[to be mentioned as per proposal of consultant later while signing the contract]</i>
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

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

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 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: