

REQUEST FOR PROPOSALS

RFP No.: [0003/2023 REMI]

Procurement of Consulting Services for

QUALITATIVE RESEARCH ON RETURNEE MIGRANT WORKERS IN NEPAL

Issued by: Helvetas Nepal

Issued on: 19th July 2023

Authorized signature:



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Section -1: Request for Proposal**REQUEST FOR PROPOSAL**

Date of first publication: 19 July 2023

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

1. ReMi/Helvetas Nepal invites sealed Request for Proposals from the eligible consulting firms for conducting a Qualitative Research on Returnee Migrant Workers in Nepal
2. The detailed RFP document can be obtained by downloading from <https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>.
3. All sealed proposal must be submitted on or before **16 August 2023 latest by 1 PM**. Proposals/documents received after the deadline shall not be accepted.
4. Proposals will be opened in the presence of consultants/representatives who choose to attend at **2 PM on 16 August 2023**. Proposal must be valid for **90 days** from the date of proposal submission deadline.
5. ReMi/Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.

A handwritten signature in blue ink, appearing to be a stylized 'L' or similar character.



Section -2: Instructions to Consultants (ITC)

1	General Provisions	
1.1	Definitions	<p>(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). "Applicable Guidelines" means the procurement guidelines and code of conduct of Helvetas Nepal, Bilateral agreement between Government of Nepal and Government of Switzerland for ReMi project.</p> <p>(c). "Client" means the ReMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant.</p> <p>(d). "Consultant" means legally established professional individual consultant or consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(e). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the annexes).</p> <p>(f). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to overwrite, 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. 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 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</p>

		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 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 proposal	The technical proposal should not contain any kind of financial proposal related information and content/text. The technical proposal related documents should be put into a separate envelop and sealed separately. The sealed envelope shall be marked or labelled clearly as "Technical proposal".
2.12	Financial proposal	The financial proposal shall be prepared using the standard forms provided under this RFP. The financial proposal includes all kinds of costs required to accomplish the assignment. The financial proposal related documents should be put into a separate envelop and sealed separately. The sealed envelope shall be marked or labelled clearly as "Financial proposal".
2.13	Price adjustment	The price adjustment will be done as per data sheet.
2.14	Taxes	The consultant is responsible for complying all tax liabilities relevant to this assignment and contract.
2.15	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.
2.16	Transportation	The consultant shall be responsible for arranging means of transport for travel.
2.17	Professional liability Insurance	The requirement of professional liability insurance will be as per the data sheet.
3	Submission, Opening and Evaluation	

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

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

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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.																											
2.8	Sub-contracting: Allowed																											
2.9	Pre-proposal conference on RFP A pre-proposal conference will be held on 27th July 2023 at 2 PM at ReMi/Helvetas Nepal Office , Dhobighat, Lalitpur. All interested applicants are invited to participate in this discussion. Clarification of RFP: The deadline for submitting clarifying questions on the RFP is 2nd August 2023 . All questions should be sent by e-mail to : remi.np@helvetas.org Compiled responses to Clarifications will be provided to all inquirers by 4th August 2023																											
2.13	Price adjustment: Not applicable																											
2.17	Professional liability Insurance: Not applicable																											
3.1	Deadline for submission: 16th August 2023 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: 16th August 2023 at 2 PM																											
3.3	(a) Eligibility criteria: 1. Firm registration [copy] 2. VAT registration [copy] 3. Tax clearance certification – 2078/79 [copy] 4. Consulting firms only (b) Evaluation criteria: The number of points to be given under each of the evaluation criteria are: 300 Points <table border="1" data-bbox="427 1532 1469 1839"> <thead> <tr> <th colspan="2">Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td colspan="2">Section 4 A. Technical Proposal Submission Letter</td> <td>Not Rated</td> </tr> <tr> <td colspan="2">Section 4 B. Organization Background</td> <td>Not Rated</td> </tr> <tr> <td colspan="2">Section 4 C. General Information</td> <td>Not Rated</td> </tr> <tr> <td colspan="2">Section 4 D. (i) Understanding the proposal</td> <td>30</td> </tr> <tr> <td colspan="2">Section 4 D. (ii) Methodology & Research Procedure</td> <td>100</td> </tr> <tr> <td colspan="2">Sub-Section</td> <td>Points</td> </tr> <tr> <td>a. Methodology</td> <td></td> <td>30</td> </tr> <tr> <td>b. Respondent Recruitment Procedures</td> <td></td> <td>20</td> </tr> </tbody> </table>	Criteria		Points	Section 4 A. Technical Proposal Submission Letter		Not Rated	Section 4 B. Organization Background		Not Rated	Section 4 C. General Information		Not Rated	Section 4 D. (i) Understanding the proposal		30	Section 4 D. (ii) Methodology & Research Procedure		100	Sub-Section		Points	a. Methodology		30	b. Respondent Recruitment Procedures		20
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	Section 4E. Comments and suggestion of consultants	Not Rated										
	Section 4 F. Specific experiences related to the assignment	80										
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	Section 4 G. Curriculum Vitae of Proposed Team	50										
	Section 4 H. Proposed work plan in responding to the Terms of Reference	40										
	TOTAL POINTS	300										
	The minimum technical score required to pass 180											
3.4	Method of selection: Quality and Cost Based Selection (QCBS)											
	Weightage of evaluation: Technical (80%) and Financial (20%)											
4.2	Performance Guarantee: Not applicable											

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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:

I, (insert name), the undersigned, offer my services to conduct a qualitative research on returnee migrant workers in Nepal for the Reintegration of Returnee Migrant Workers (ReMi) project, in accordance with your Request for Proposal published on 19th July 2023. I am hereby submitting the technical proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the proposal, i.e., before 14th November 2023 (90 days), I undertake to negotiate based on the proposal. The proposal is binding upon myself and subject to the modifications resulting from contract negotiations. I hereby confirm that our proposal is in accordance with the Standard Formats provided in the Request for Proposal (RFP).

I understand that ReMi Project is not bound to accept any Proposal you receive.

Sincerely Yours,



Name of Consultant:

Authorized Signature:

Address:

4B. BACKGROUND INFORMATION

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

4C. GENERAL INFORMATION OF APPLICANT

S.N.	Description		Remark
1	Name of the Organization		
2	Address	District	
		Municipality/RM	
		Ward No.	
		Province	
3	Contact Detail	Telephone/mobile number	
		Email Address	
4	VAT Registration	VAT no:	
		Latest tax clearance of FY 2078/79	

4D. TECHNICAL PROPOSAL (Maximum combined points: 130)

(I) UNDERSTANDING THE OBJECTIVE (Maximum points: 30)

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 & RESEARCH PROCEDURES (Maximum combined points: 100)

The proposal should include a complete description of the methodology and research procedures, including a proposed approach that involves strategic choices in relation to the population that can be effectively covered, the type of techniques that are practical given the geographic location, the ease/difficulty of conducting research, and the suitability of the given techniques for the target population. Proposals should include a rationale for these choices as part of the proposal, as well as address the rationale for the approach, a description of the approach to analysis and potential challenges/problems that could arise and how each will be addressed. The following rated criteria will be used for evaluation:

a. **Methodology (Maximum 30 points)**

The degree to which the proposal describes a suitable methodology, including a proposed approach that involves strategic choices in relation to the population that can be effectively covered, the type of techniques that are practical given the recruitment list, the ease/difficulty of conducting research, and the suitability of the given techniques for the target population.

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- b. Respondent Recruitment Procedures (Maximum 20 points)**
The degree to which the proposal describes and rationalizes the recruitment method(s) and mitigation of the sample source(s). Describe and rationalize proposed techniques used to segment participants into specific demographic or attitudinal categories.
- c. Data Collection Capability and Quality Control (Maximum 20 points)**
The degree to which the proposal describes and rationalizes the data collection capability and all quality control mechanisms that will be in place to ensure the reliability and validity of the results.
- d. Analysis (Maximum 20 points)**
The degree to which the proposal describes and rationalizes a rigorous approach to data analysis that is methodologically congruent with the research objectives.
- e. Addressing Issues and Challenges (Maximum 10 points)**
The degree to which the proposal describes potential challenges/problems that could arise and how each will be addressed. For example:
- Sensitive/ discriminated populations
 - Accessibility issues
 - Recruiting issues

4E. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE

(Not rated)

Please provide any suggestions or clarifications on the Terms of Reference, or any notes for consideration with regards to suggested implementation strategy, timing, scope of the assignment, etc.

4F. SPECIFIC EXPERIENCES RELATED TO THE ASSIGNMENT (Max. combined points: 80 points)

- Please list out specific experiences of consulting firm related to this assignment in reverse chronological order (most recent first).
- Provide one (1) writing sample of a report finalized by the consulting firm with similar requirements to this assignment.
- Provide descriptions of two (2) sample projects which are similar in nature to this assignment, wherein the Senior Researcher was directly involved.

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

SAMPLE PROJECT DESCRIPTION FORMAT

SECTION I: BACKGROUND INFORMATION

Sample Project Title:

Client Name:

Fieldwork start and end dates (month/year):

Fieldwork Location:

Sample Size:

Attestation: The proposal should include a brief attestation of performance signed by the client for each sample project submitted. The attestations should clearly reference the specific sample project and state that the work was conducted to the satisfaction of the client.

SECTION II: SAMPLE PROJECT BACKGROUND

Describe your client's subject matter of the sample project. Include a description of the product/service/social issue and the target audience(s).

SECTION III: METHODOLOGY

Provide a summary of the methodology and describe how it responded to your client's objectives.

4G. FORMATS OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL TEAM (Max. combined points: 50)

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

Name of Researcher: _____

Proposed Role: _____

Phone /Mobile No.: _____

Date of Birth: _____

Education:

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

Qualification	Institute/School/College	Year of Completion

Specific/relevant Experience:

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

Designation and Duration	Organization	Major tasks performed

Certification:

Training/course of certification	Institution	Duration and Date

Publications (recognized academic journals or international organizations only) :

Name of publication	Academic / Professional association	Date of publication

Professional membership/affiliation:

Membership/affiliation	Institution/authority	Duration and date

Language skills

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

Language	Proficiency		
	Reading	Writing	Speaking
English			
Nepali			
Maithili			
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.

Date:



[Signature of consultant]

[DD/MM/YYYY]

Stamp: _____

4H. ACTIVITY (WORK) PLAN (maximum points: 30)

Please briefly describe your major planned activities to be started from October 2023 for the implementation of the assignment and outline those activities in the given format below for a total duration of 9 months from start of contract.

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

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



HELVETAS
NEPAL

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;

I, the undersigned, offer my services to provide the services of 'Qualitative Research on Returnee Migrant Workers in Nepal', in accordance with your Request for Proposal published on 19th July 2023 and our Proposal. The attached Financial Proposal is for the sum of NRs.-----
-- (Amount in words-----).

The Financial Proposal shall be binding upon myself subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., 14th November 2023 (90 days).

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

Sincerely Yours,



Authorized Signature:

Name of the Consultant:

Address:



5B. DETAILED BREAKDOWN OF COST

Financial Proposal for providing Qualitative Research on Returnee Migrant Workers in Nepal

Name of the Consultant:

Address:

Important Note: Please indicate days for all activities per personnel.

SN	Cost Items	Unit	Unit Cost	Qty	Total cost	Remarks
1	Research team					
1.1	Lead Researcher	Person days				
1.2	Others (Please specify)	Person days				
1.3	Others (Please specify)	Person days				
	Sub-total					
2	Travel					
2.1	DSA, Accommodation for field trip	Days				
2.2	Local transportation for field trip	Trips				
2.3	Air fare (if applicable)	Trips				
	Sub-total					
3	Other cost					
3.1	Focus group discussions and group meetings	Meetings				
3.2	Enumerators cost	Person days				
3.3	Data cleaning/compilation	Person days				
3.4	Printing, photocopy, stationary, communication etc.	Lump sum				
3.5	Any other costs (Please specify)					
3.6	Any other costs (Please specify)					
	Sub-total					
	Total (1+2+3)					
	13% VAT					
	Grand total					

Authorized Signature

Date:



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



Code of Conduct for Contracted Parties

Final version February 2020

Scope of this Code of Conduct

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

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

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

Further, we expect that all individuals and institutions with whom HELNETAS engages respect these values and act in accordance with them, as well as with national and international laws. This applies both to professional contexts and to private matters that have an influence on the professional domain.

This Code of Conduct outlines the attitude and the behavior that HELNETAS expects from consultants, services providers of goods and services, implementation partners, system partners and assisted organizations – in the following called **contracted parties** – that are responsible for implementing projects, project components and/or recipients of contributions, etc. in Switzerland as well as abroad.

This Code of Conduct is binding, and an integral part of all contractual agreements made between HELNETAS and its contracted parties. In signing their contract, contracted parties take on the commitment to observe the Code of Conduct, to ensure adherence by their personnel and their subcontractors, and to behave accordingly. Any action violating the Code of Conduct may entail an enquiry and the imposition of measures relating to non-compliance with contractual obligations, or of other measures.

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.

The Components of the Code of Conduct



¹ Organisational Strategy HELNETAS Swiss intercooperation

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.

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 mobbing ³ , sexual or sexist harassment ⁴ of colleagues, partners, or any other person.
Conflict of Interest and duty of disclosure	Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organizational or personal interests. Therefore, they must make own interests transparent and avoid any behavior which could be perceived as biased in favor own interests.
Fraud and corruption and accepting gifts or other benefits	Contracted parties, their employees and subcontractors must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material, and intellectual assets to which they have access in relation with the HELVETAS mandate for personal gains or for third parties. They do not accept gifts, invitations or other favors that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement. Contracted parties must inform HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.
Safety, Security & Health	Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation. Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.
Environmental and Social Safeguarding	Contracted parties, their employees and subcontractors are expected to wherever possible support a precautionary approach to environmental matters and undertake efforts to safeguard natural resources. Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability. Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.
Public appearances and use of non-public information	Contracted parties handle all information received in relation with the contract with the necessary discretion, never using it to the detriment of HELVETAS or beneficiaries including after termination of the contract.

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

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

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

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

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

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

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

The whistleblowing policy (e.g. whistle-blower protection) of HELVETAS applies to all employees worldwide and to persons working for contracted parties. All concerns will be treated confidentially, and every effort will be made not to reveal the identity of the 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:



Section -7: Terms of Reference (ToR)

QUALITATIVE RESEARCH ON RETURNEE MIGRANT WORKERS IN NEPAL

Background

While labour migration is central to Nepal's social and economic development, the country does not fully benefit from the potential of migration as a driver of development. Better investments in social and economic reintegration of RMWs are required, linking migration to development, including support for the productive investment of economic remittances and utilization of social remittances (i.e., skills, experience, work ethic, innovation) gained during foreign employment. While many households rely on foreign labour migration and related remittances, if uninformed, not enough planned, the migratory experience often may lead to increased vulnerabilities, risks of abuse and exploitation, including trafficking, wage theft, forced labour situations, etc. Similarly, the families left behind, particularly women and children, may be subject to different kind of enhanced vulnerabilities, such as heavy workload, social stigma, discrimination, and abuses while their spouses are abroad. Furthermore, in Nepal, labour migration is temporary and circular in nature: Nepali MWs stay two to four years in foreign employment and return home typically after 2-4 such cycles. Yet often the return linked to those migratory cycles are marked with debt, the lack of attractive employment or inability to apply the overseas experiences, family fragmentation, difficulties to re-establish social ties and often traumatizing migration experiences which hamper sustainable reintegration of RMWs.

There is also a significant dearth of data and statistics on migrant workers returning to Nepal. There are no records of return migration that can be accessed readily for any analysis. This makes it incredibly difficult to understand the patterns and trends of returning migrant workers, including their experiences of reintegration and assimilation, their savings and expenditure habits, the psychosocial stigma and trauma they may face, and more. The limited research conducted on returned migrant workers are based on qualitative interviews of a small sample of returned migrant workers – mainly focusing on those migrating via formal routes, or provides broad perspectives based on standardized surveys. While providing interesting initial insights, findings of this research either cannot be generalized for evidence-based policy making or do not sufficiently reflect the experiences and psyche of a returning migrant worker.

Another contributing factor to the scarcity of information on returnee migrant workers and which makes it difficult to reach them is that they are rarely formally organized. Several associations of returnee migrant workers exist, primarily at the federal level, such as Returnee Migrant Nepal (RMN), and Association of returnee Nepali migrant workers from Korea (Ankur Nepal). However, while these groups may have a few member representatives from the province and local levels, they are not systematically linked with RMWs present at the village level. Furthermore, most groups either work on advocacy and rights-based policy issues of RMWs or address the needs of RMWs in extreme distress. There is a limited presence of structured RMWs groups at the local level, however wide loose networks of RMWs exist and could act as relevant stakeholders to provide advice, guidance, and peer-support to other, newly arrived, RMWs with shared experiences of foreign employment. Numerous efforts have been made in forming returnee migrant networks and cooperatives at the local level, including through the on-going Safe Migration Project (SaMi)⁵. There is potential to expand on these efforts so that those groups could provide peer-support, mentoring and referrals, while being empowered to advocate at all 3 levels for their rights, entitlements, and eventually for effective integration at home and destination countries.

⁵ 2 provincial level networks (Province 1 and Madhesh), 37 district level networks were formed during SaMi Phase III

Contributing to this vision, the **Reintegration of Migrant Workers (ReMi)** project understands reintegration as a process through which a returnee migrant worker develops an income generating activity (e.g., job or self-employment), re-establishes social ties and networks, and feels safe and accepted in his/her community of origin. Further, the project considers reintegration as successful, when returnees have reached levels of economic stability, improved social cohesion feeling within their communities, and psychosocial well-being that allow them a decent life and to cope better with negative push drivers leading to distress (re)migration. Besides aspects at individual, family and community level that favor and/or hinder successful reintegration, institutional factors influence the reintegration process. Strong government institutions, which are clear about their mandate, based on the existing frameworks and yet to be developed reintegration policies, have the necessary capacities, including sufficient financial and human resources, to fulfil their responsibilities are equally important. In this perspective, data is needed to inform planning and policy making.

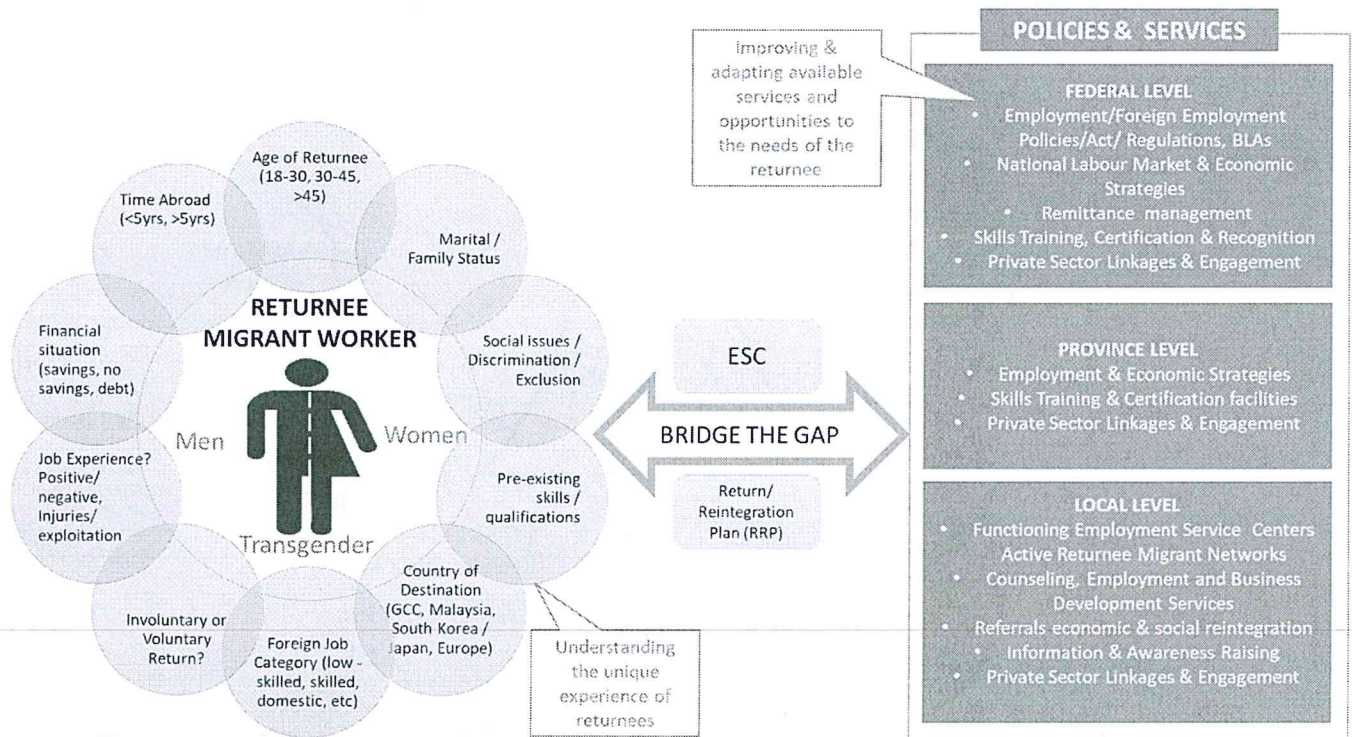
ReMi also recognizes the **Returnee Migrant Worker (RMW)** population as a diverse group with multiple complex factors affecting their reintegration experience. RMWs are not always perceived positively upon return, and especially women RMWs suffer from social stigma, discrimination, and exclusion, as well as different kind of abuse and violence, which constitute important barriers for psychosocial well-being, social and economic reintegration. Such negative perception and behavior inevitably have a negative impact on returnee migrant workers' self-esteem and sense of agency, and existing discriminatory patterns might even hinder their access to reintegration support services. Further, RMWs cannot simply revert to their pre-migration identities due to the skills, experiences, and social norms they may have acquired and adopted in the CoDs --- including, but not limited to use of technology in personal and work spheres, wider world perspectives due to socialization with other nationals, independent living habits, etc. When the migratory experience has been marked by abuse, exploitation and violence, the traumatic effect on their psyche is even more difficult to address. In the time they have been away, their home (including support structures and social networks) has changed, and the RMWs themselves have changed. In addition, returnee migrant workers and their families might have become distant over time, family members have learnt to function independently and family fragmentation and/or divorce are common in migrant households. These factors can contribute to RMWs feeling alienated and losing their sense of belonging, which could result in serious psychological disorders and the sustainability of their return.

The ReMi project seeks to address negative push drivers leading to distress re-migration at the local, provincial, and federal level and support social and economic reintegration of RMWs. At the local level, the project will build on existing initiatives, such as the Prime Minister Employment Program/Youth Employment Transformation Initiative (YETI), and the National Employment Information Management System (NEMIS) to add data on return and reintegration, while strongly building on the experience of the SaMi and other economic development, T/VET and skills related projects in Nepal. The Employment Services Center (ESC), established at each local government office, has been identified as the primary entry point for reintegration services on the ReMi project.

The 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 illustration below provides a visual of the project approach, highlighting the complex experiences of RMWs, while emphasizing access to available government support and services. The employment services Center (ESC) is the primary government entity to provide reintegration services, while a Return and Reintegration Plan is to be introduced through the ReMi project.



Contributing to the outcomes listed above, the following four key interventions have been identified:

- Economic re-integration of returnee migrant workers, including:
 - A. Up-skilling and employment (e.g., labor market orientation/adaptation, job placement/linkage, recognition of prior learning, upskilling, and skill certification)
 - B. Fostering Entrepreneurship (e.g., access to business development services, markets, credit/investors)
 - C. Productive use of remittances / financial inclusion (e.g., access to investment opportunities, savings & credit, social security, insurance).
- Social re-integration of returnee migrant workers
 - D. Family Reunification (e.g., family/couple counseling, communications, trust building)
 - E. Community Outreach (e.g., de-stigmatization, facilitate RMW empowerment and civic engagement)
 - F. Grievance redressal (e.g., referrals for counseling and legal support)
- Digitalization of services supporting reintegration
- Knowledge Management (including returnees' data and evidence for policy discourse)

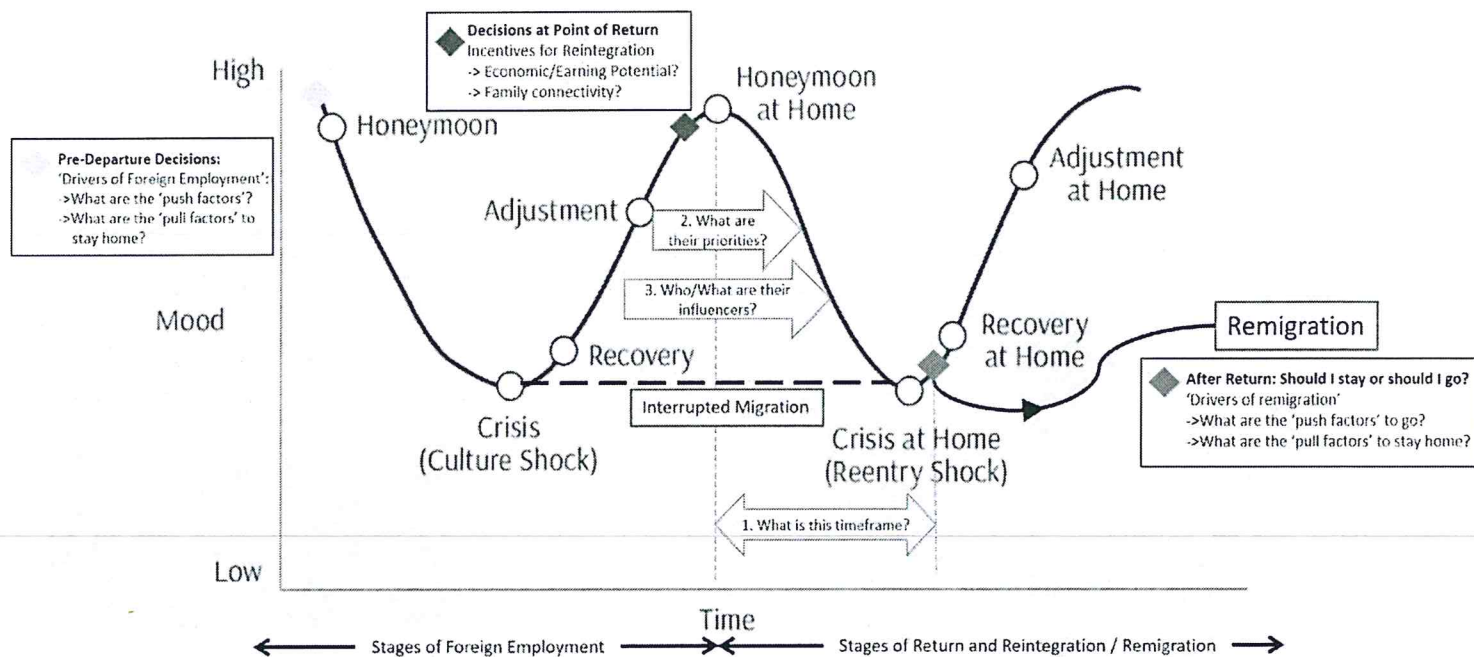
Objective of the research

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. However, to adequately address this, there

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is need to better understand the returnee migrant worker, their families, beyond figures and quantitative data of where they have been and what their foreign employment work entailed.

The diagram below has been adapted from Gullahorn and Gullahorn's "W" Model of leaving and return culture shock and is utilized here as a base to highlights a few *key potential points of decision making* of a migrant worker during the course of migration (pre-departure, while in-service & just prior to return, and upon returning home).



The course of leaving and return culture shock ("W" Model) Source: Gullahorn & Gullahorn, .

It is important to note here that the trajectory of highs and lows as depicted in the diagram above takes many forms beyond a simple 'W' shape; many returnees do not have positive adjustments (as highlighted by the 'interrupted migration' above), many experience multiple highs and multiple lows (or shocks), and many never experience the initial 'honeymoon' phase at both early stages of migration (e.g. less than expected or falsely presented working conditions) and early stages of return (e.g. return to pre-existing family conflicts). In addition to these complexities of understanding the experiences of migration and of return (both highs and lows), the diagram above there is also an evident lack of knowledge on the specific drivers and influences of these decisions. Specifically:

- (a) What are their (individual and family) priorities upon return – immediately upon return, within 3 months, 3-6 months, and beyond?
- (b) Who are they talking to at these intervals, and where do they seek advice (influencers)?
- (c) What is the timeframe between the point of return, and the point of deciding to re-migrate, and what are the factors which influence this.

Therefore, the proposed research seeks to add to the existing body of research on return and reintegration (see Annex A) and gather **qualitative information**, including inputs from women and men migrants themselves and their families on their **plans and/or expectations within the key dimensions of decision to migrate, migration experience, return and reintegration**. In doing so, the research should help the ReMi project understand **reintegration** from migrants, returnees, and their families' perspectives, and better understand and substantiate their needs and demands with respect to 'economic self-sufficiency', 'social stability' and 'psychosocial well-being'.

First, this research will inform the content and development of key components of the ReMi project, including:

- i. Content of the Return and Reintegration Plan (RRP) for returnee migrant workers
- ii. Develop key messages of return and reintegration for community outreach.
- iii. Method of approaching and outreach to women and men RMWs of different backgrounds (caste, ethnicity, education levels), including those traveling via informal routes
- iv. Design targeted reintegration services to be provided by the ESCs.
- v. Provide targeted and adequate support on social reintegration.
- vi. Provide specific and adequate support and services on economic reintegration.

The research findings could be used as key data for advocacy and policy development linked to reintegration in the following ways:

- a) provide a platform for policy uptake.
- b) cater the political-economic analysis of re-integration (migration)
- c) be generalizable and be replicable in other provinces.
- d) be able to explore/expose the incentives for political actors to take the findings forward.

This research should provide the base of the programming unit to integrate/act on the findings to design interventions, meaning the research team needs to work closely with the program team throughout the research work. The findings from this research must be delivered charting out the needs, adequacies, policy limitations and feasibility for implementation of the interventions.

A **secondary objective** is to identify effective approaches and methods for outreach to returnee migrant workers within the communities and mobilize them as or linking them to returnee migrant groups in ReMi project locations. The research would engage these identified RMWs in the participatory action research methodology (e.g., for information gathering and related data collection), through which it is expected that a process of empowerment would be initiated within the groups.

Indeed, the research will adopt a participatory action research methodology, involving RMWs themselves to collect the required information. This method will have the dual benefit of providing ReMi with essential information, while also empowering the RMW community with skills, individual and collective agency, as well as valuable information linked to their own needs and requirements. Furthermore, the process would also provide advice to the project team on how to make the outreach work outside of the participatory action research process (replicability).

The **third objective** is that research findings should contribute to the baseline of the objectives defined in the REMI project logical framework (refer Annex B), primarily at the Goal & Outcome levels as highlighted below:

GOAL: Returnee Migrant Workers (RMWs) have re-established themselves in Nepal and actively participate in social, cultural, economic, and political life.

- Proportion of RMWs who actively participate in social, cultural, economic and political life.
- Proportion of RMWs who consider themselves more resilient to deal with the adverse effects of climate change/external shocks.

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.

Research questions

Please note, the questions listed below are a broad range of questions that the project is particularly keen to explore further and better understand. However, it is understood that these questions may be refined through a participatory approach, and as part of the Participatory Action Research method. The final research questions could be reviewed and finalized together as part of the finalization of research design.

Key questions guiding this research include:

1. How do women and men return migrant understand and define 'reintegration' – i.e. what does this look like for them at the different stages of the migration cycle (pre-departure, during, upon return) and how/when would they consider reintegration to be successful?
2. Interest, motivation, and incentives for return/reintegration:
 - a. What were the original motivations and interests to migrate for employment?
 - b. Why did the RMWs return to his/her home country/communities? Was the return their own decision and as per their plan? Was the family in the country of origin involved in this decision and were they informed in advance of the plan to return?
 - c. How did the RMW and their families prepare for the return? When did the preparations for return start?
 - d. What are the key priorities of women and men returning migrant workers (and their families) within the first year of return home?
 - e. What are the primary expectations of the women and men returning migrant workers for returning home (personal expectations / aspirations)?
 - f. What are the expectations of their family members:
 - i. Expectations of spouse
 - ii. Expectations of children
 - iii. Expectations of parents or in-laws
 - iv. Expectations of extended family, friends, community member?
 - g. What are the factors influencing decisions related to migration, such as:
 - i. If re-migration, at which point do they:
 1. start considering remigrating?
 2. Start planning for remigration?
 3. Initiate steps towards re-migrating?
 4. Initiate steps to migrate within the next 6 months?
 - ii. Do they consider re-migrating to the same country or a different country, and why?
 - iii. Any other influences and decisions made related to re-migrating (refer: [Strand et al 2016.pdf](#) to break this down further).
3. Enabling environment for reintegration:
 - a. How did they feel once the decision to return was taken? Did they feel relieved, happy and/or scared about returning home? And why?
 - b. Do they know about the programmes/services available from the government (federal, local) to support returnee migrant workers, and what are these?
 - c. What kind of support they expect from governments (federal, local governments) when they are planning for returning to Nepal? And once they have returned home?
 - d. What kind of support are they expecting from other public/private actors for better return and reintegration planning? Are they aware of any that are already available?
 - e. What prevents women and men returning migrant workers from accessing available reintegration services (skill trainings, savings/credit, counseling, business development, etc)? Barriers could include, but not limited to:
 - Policy and Structural Barriers
 - Social Stigma/Shame and Cultural Barriers

-
- Lack of information and networks
 - Economic barriers
 - Environmental
 - Others

f. What kind of expectations do returnee migrants have from their families, neighbors, and communities upon return? What makes them happy and what makes them frustrated in this aspect?

4. Outreach and information dissemination:

- a. Where and when is the most appropriate time and place to approach RMWs with available reintegration support and services?
- b. Who or what are the primary (and most trusted) sources of information? How did they come to know them and why are they so trusted?
- c. Who are the primary influencers and advisors to women and men RMWs, specifically on decisions related to employment, entrepreneurship, savings, investments, family reunification?
- d. What kind of information (both social and economic) will be important for them when they are planning for return and when they have just returned back to Nepal?
- e. Do they know about existing RMW groups, if yes, any affiliations (or interest to be affiliated) to those networks?
- f. What kind of digital services do they use for exploring information in relation to the above?

5. What are the key factors and constraints contributing to 'social reintegration, including family reunification, and the significance of each factor/constraint? (See 'specific dimensions' listed below)

6. What are the key factors and constraints contributing to constraints to economic reintegration? What kind of job opportunities could better utilize acquired skills of RMWs, and are these available at home? (See 'specific dimensions' listed below)

7. Questions related to project indicators and logical framework:

- o *Proportion of RMWs (supported by the project) who actively participate in social, cultural, economic and political life.*
 - a. Do RMWs actively participate in Cultural activities? How frequently do they engage in cultural activities? Is there any difference in their participation before and after their migration journey/experience?
 - b. Are RMWs actively participating in social activities/ organizations? What kind of social activities/ organizations are they engaged in and how engaged are they in these social activities/organizations?
 - c. Are RMWs actively participating in political activities/ organizations? What kinds of political activities/organization are they engaged in, and do they feel that their engagement/ contributions are valued?
 - d. Do RMWs report having economic stability? What proportion of RMW are engaged in economic activity and have no immediate plans to re-migrate? What proportion of RMWs households are making income adequate to manage their expenses including paying off debts?
 - e. Are RMWs 'happily' reintegrated? Do the RMWs feel sufficiently welcomed, included, and valued by their family and community? Do they feel adequately compensated for their economic, social, cultural, and political engagements? Are they satisfied with their engagements, and would they describe their social and cultural life as stable?
 - f. What are the challenges including discrimination, harassment, socio-cultural, and political barriers the RMWs usually face during the reintegration process? What kind of economic and environmental challenges exist for reintegration? What are the best possible solutions to help RMWs overcome these challenges in reintegration?

- *Proportion of RMWs (supported by the project) who consider themselves more resilient to deal with the adverse effects of climate change/external shocks.*
- g. What is the knowledge and understanding of climate change and related external shocks? Would they consider themselves to be resilient to these shocks? How do they think their resiliency could be improved?
- h. Do the RMWs feel they are adversely affected by climate change induced disasters and others external shocks? Do they feel they are able to better cope with these shocks because of migration and/or reintegration?
- i. What are the challenges on reintegration because of adverse impacts of climate change? How resilient are the RMWs and their families/communities and what are the most common coping mechanisms against the adverse impacts of climate change? How can RMWs and their families become more resilient to the adverse impacts of climate change?

Specific dimensions to be further explored from the perspective of the RMW are provided below:

Key-dimensions to consider related to **return & reintegration** include:

- General information on the RMW, related to return and reintegration:
 - Experience of return: voluntary or in-voluntary? Positive or negative experience?
 - Status upon return to Nepal: occupation, economic situation, family life situation and status of children, health, psychosocial and general well-being, and social stigma dimensions
 - Plans for re-migration – why or why not?
- How the RMWs themselves define “reintegration” – i.e., what does ‘reintegration’ mean to them
- The expectation and plans linked to migration and reintegration – from perspective of RMW and from the family
- Link (if any) between migration, return and health (Including psycho-social aspects)
- Perception of the actors, services, and other service providers (e.g., MRC, LG, ESC; banks, employers etc.)
- Further analysis on the **experience** of return and reintegration including timing, expectations, priorities, motivations, and sources of information (including use of digital tools).

Specific dimensions to explore further on **economic reintegration** include:

- Foreign Employment Experience (prior to return)
 - Skills and education level prior to migrating & aspiration prior to departure.
 - Type of foreign employment, and skills acquired while in-service.
 - Availability of economic opportunities in line to their skills-set
 - Up-skilling and employment
 - Experience of seeking employment upon return (including – preferred employment sector)
 - Knowledge about the current labor market, and where to find information on jobs, vacancies, etc.
 - Knowledge and access to up-skilling, re-skilling, RPL or skills certification options, perceived value of these (including preferred skills sector)
 - i. What are the challenges to access these opportunities?
 - ii. What is the added value of acquiring an RPL or additional skills certificates? Does it result in improved employment and increased wages?
- Fostering Entrepreneurship
 - Knowledge and access to business development services, experience of obtaining these services.
 - iii. General sectors, what additional support do they require.
 - Accessibility to markets, Buyers, etc; experience of marketing products/services
 - Accessibility to credit/investors
- Productive use of remittances / financial inclusion (e.g., access to investment opportunities, savings & credit, social security)

- Financial behavior and expenditure patterns during migration and upon return, including:
 - i. Income: What are the household income sources?
 - ii. Expenditure: What are the household expenditures: Who manages funds, and who decides on expenditures?
 - iii. Savings: What are the savings practices: Is there a financial and savings plan? How and who develops it?
 - iv. Remittances: How are remittances transferred and received? Is 100% of foreign earned income sent home? Who is it to sent t o within the household? How does the family decide how it should be spent? How are the remittances utilized?
 - v. Debt: What is the household debt status? What is the cause of this det (migration related, or other?) What proportion of remittances goes into debt reimbursement, what are good/bad practices?
 - vi. Financial services: What is the level of knowledge of available financial services and products (available savings plans, interest rates, debt/repayment, credit facilities, etc)
 - vii. How many family members have and access bank accounts? Are digital banking and mobile banking facilities used? Financial Expectations of (a) the migrant, (b) the families
- Banking awareness (online banking, special savings packages, etc), savings and credit
- Social security (insurances, pension, etc).

Specific dimensions to explore further on **social reintegration**:

- Family Reunion (immediate family only)
 - Communication patterns while employed in a foreign country – including methods, frequency, with whom and topics discussed (and most common disputes)
 - Communication patterns upon return – have they changed, are they better or worse?
 - Relationship with the family (relations with children spouse, what happens with the money you spent and how you expect to be involved in investment/spending choices)
 - Any external influences or factors contributing to positive or negative family life?
 - Willingness to seek external support, such as couples or family counselling.
 - Expectations from family upon return and greatest frustrations
- Community Outreach (e.g., de-stigmatization, facilitate RMW empowerment and civic engagement)
 - Perceptions of the RMWs on how they are perceived by their host communities.
 - Willingness and interest to participate in community activities.
 - Key obstacles to participating in community activities and events.
 - Willingness and interest to engage in political discourse (e.g., voting, elections, becoming village representatives, etc)
 - Availability of spaces for women and men RMW voices to be heard, and for experience sharing.
- Psychosocial support and Grievance redressal (e.g., referrals for counseling and legal support)
 - What are the current practices (both formal and informal) for grievance redressal? What is the satisfaction level over it among the RMWs who seek the support?
 - Awareness and accessibility of psychosocial and/or legal support /medical support/information support

Methodology

It is expected that the research will utilize a mixed-method approach, with a *primary focus* on Participatory Action Research methodology through which selected men and women returnee migrant workers would be involved in all stages of the research process, including refining research objectives, key questions and data collection methods, and drafting recommendations and advocacy strategies based on research findings. Ideally, the consultant/consulting firm will adopt Participatory Rural Appraisal (PRA)/ Participatory Learning & Action (PLA) methods and tools for this research which will allow the RMWs to play an active role in the overall process. The research is also expected to adopt an intersectional lens in understanding the experiences of

women and men RMWs, alongside current migrant workers, which requires being attentive to how overlapping identities of gender, ethnicity/caste, economic status, race, nationality, and migration trajectory (formal, informal, safe, unsafe, etc.) shape their experiences and contribute to their precarity.

Returnee migrant workers, both men and women, occupy multiple and changing positions. They are agents making thoughtful and deliberate decisions on how to improve their lives and that of their families, while also being marginalized individuals whose range of choices are circumscribed by poverty, and societal norms. Participatory Methodology is the suggested research approach because it values listening carefully, deeply, and respectfully to the multi-layered experiences of the RMWs. It also makes space for responses that are different from, or exist alongside, the dominant 'culturally acceptable' scripts around labor migration and reintegration. It allows for increased peer-to-peer exchanges and supports more efficient outreach, accessing even the most vulnerable RMWs in the targeted area. As much as it is possible, the research team is expected to engage existing returnee migrant networks (e.g., AMKAS, RMN) and mobilized returnee volunteers to contribute to research design, data collection and analytical processes.

The research respondent pool should be a statistically representative sample from two working provinces – Province 1 & Province Madhesh with an emphasis on the 20 working LGs, including the following:

- Gender and ethnic diversity
- Returnee migrant workers (disaggregated according to number of years since returning)
- Families of the MWs who have already returned
- Migrant workers who are about to return (identified through their families)
- Migrant workers who are about to depart for foreign employment (pre-departure)
- Families, notably children, left behind (for MWs still abroad)

In addition to the participatory methods listed above, it is expected that the research will also include a mix of key informant interviews with relevant government (representatives from LGs and PGs) and non-government stakeholders (for legal/paralegal support, shelters, etc.), as well as tele-conferences with migrants or stakeholders in countries of destination.

Timeline

The research should be completed within **nine months** of the start date of the contract.

Deliverables

- Inception report including extracts from literature review, details on methodology, approaches and strategies on using the qualitative methodology, work plan, and all study tools/resources.
- Information collection tools in both Nepalese and English (Must consider gender and diversity in mind)
- Draft report, addressing all research objectives and questions.
- Presentation of findings through a validation meeting with key government and non-government stakeholders
- A final report in English detailing in line with the Terms of the performance, based on the field level learning, the objectives of the study (format can be informed further based on mutual consensus)
- 2 Policy briefs for evidence-based advocacy and key recommendations
- All field notes, clean datasets, list of respondents/informants, and any other relevant documents.

Quality control: the consultant/ consulting firm must express how they will ensure quality of the data collection and analysis processes proposal, including mechanisms for validity, reliability, completeness, precision, integrity, and timeliness. A detailed plan has to be shared on the quality assurance mechanism which can be re-adjusted based on field-testing of checklists and also based on field level learning. This will be considered with high importance while reviewing the proposal.

Ethical considerations and data protection: The consultant/consulting firm is requested to provide details on how they will organize, implement, and manage the ethical aspects for the whole study, specifically since it will

focus on human subjects who are often very vulnerable. This will be considered with high importance while reviewing the proposal.

Any data, information, documents, and other materials related to the work shall remain the property of HELVETAS and shall be kept confidential by the Consultant/consulting firm. The Consultant/consulting firm is not allowed to transfer or divulge any information to any other person or organization without prior approval of HELVETAS.

Required Experiences:

Organization Experience

- Demonstrated experience coordinating and conducting complex mixed method and qualitative research on social issues.
- Demonstrated experience in working on migration theme in Nepal with adequate understanding on the issues affecting the lives of migrant workers and their families.
- Organization expertise to support data analysis and interpretation of qualitative and quantitative data collected.
- Ability to produce high-quality analytical reports, policy briefs and other publications to capture the intricate details and nuances of the participatory research process and outcomes.
- Experience contributing to evidence-based policy discourse on topics related to social mobility, empowerment, human rights, and public policy.
- Demonstrated experience of collaboration with key stakeholders, including three levels of government (federal, province and local), private sector actors, social service providers and migrant communities.

Senior researcher (01 person) is expected to have the following competencies and experience:

- Minimum 5 years' experience leading complex mixed-method research on social mobility, empowerment, human rights, and public policy
- Expertise in leading mixed method studies involving both quantitative and qualitative methodologies, specifically having strong experience in qualitative studies using Participatory Rural Appraisal/ Participatory Learning & Action (PLA) methodologies.
- Demonstrated experience in working on migration theme in Nepal with adequate understanding on the issues affecting the lives of migrant workers and their families.
- Experiences in human rights, public policy, public service delivery, social mobility, and empowerment analysis are an added advantage.
- Have strong analytical and data interpretation skill.
- Good understanding of local languages and migration context
- Demonstrated competency in writing good quality reports in English.
- Competent and have previous experience with strong conceptual background in a variety of areas such as gender equality, women's (including marginalized) rights, empowerment, and policy advocacy.
- The proposed senior expert must be core staffs/fully dedicated persons of the organization/firm.

Research team members* are expected to have the following competencies:

- 3-5 years experience conducting qualitative research on social mobility, empowerment, human rights and public policy.
- Experience and involvement in mixed method studies involving both quantitative and qualitative methodologies, specifically having strong experience in qualitative studies.

- Experience using Participatory Rural Appraisal/ Participatory Learning & Action (PLA) methodologies is an advantage.
- Competent and have previous experience with conceptual background in areas such as gender equality, women's (including marginalized) rights, empowerment, and policy advocacy.
- Experience in working on migration theme in Nepal with adequate understanding on the issues affecting the lives of migrant workers and their families is an advantage.
- Good understanding of local languages (Nepali and/or Maithili) and migration context in Nepal
- Have good analytical and data interpretation skill.

*Number of team members to be determined by the consultant according to scope and requirement of this TOR.

Supervision and Communication

The primary focal point for supervision and communication on this research will be the **Team Leader of the ReMi project**. The project is supported by team of specialists on migration, protection, and economic / social reintegration, as well as partnership with an external third-party organization for monitoring, evaluation, and learning, who will be involved in the design, planning and review stages of tis research.

Payment Model and Budget

Payments will be made in three installments according to Deliverables:

- 1st installment upon submission of inception report – *Deliverable S.No 1* (20% of the contract amount)
- 2nd installment upon submission of draft report addressing all research objectives and questions and presentation of findings – *Deliverables S.No. 3 & 4* (40% of the contract amount)
- 3rd installment upon finalization of 2 policy briefs for evidence-based advocacy- *Deliverables S.No. 6* (20% of contract amount)
- Final installment upon completion of all deliverables listed, including final report, and upon submission of other required reports/documents (20% of the contract amount)

ANNEXURES

Annex A EXISTING RESEARCH ON RETURN AND REINTEGRATION

Annex B ReMi Project Logical Framework



Annex A: EXISTING RESEARCH ON RETURN AND REINTEGRATION

The following research has been reviewed in the compiling the information above, and to develop a deeper understanding on returnee migrant workers, particularly in the context of Nepal. As can be seen below, there are a number of guides, handbooks and studies conducted related to returning migrant workers. It is expected that this research will contribute to the existing body of knowledge by providing qualitative insights, *from the perspective of the returnee migrant workers and their families.*

- **Inspired by IOM, Towards an Integrated Approach to Reintegration in the context of return, 2017** [Towards an Integrated Approach to Reintegration in the Context of Return | Return and Reintegration Platform \(iom.int\)](#)
- **Mapping of Reintegration Services in Nepal** – IOM (2022) <https://publications.iom.int/books/mapping-reintegration-services-nepal>
- **Sustainable Reintegration – What Do Women Migrant Workers in the South Asia-Middle East Corridor Say?** – Global Alliance Against Trafficking of Women (2022) <https://www.gaatw.org/resources/publications/1147-sustainable-reintegration>
- **Profiling Returnee Migrant Workers For Labour Market Integration** – MOLESS & IOM (2021) https://nepal.iom.int/sites/g/files/tmzbdl1116/files/documents/moless-iom-profiling-of-returnee-migrant-workers-for-labour-market-integration_0.pdf
- **Effective return and reintegration of migrant workers with special focus on ASEAN Member States** ASEAN Committee on the Protection and Promotion of the Rights of Migrant Workers & ILO (2019) <https://returnandreintegration.iom.int/en/resources/report/effective-return-and-reintegration-migrant-workers-special-focus-asean-member>
- **IOM, Reintegration handbook, 2019** https://publications.iom.int/system/files/pdf/iom_reintegration_handbook.pdf
- **UNWOMEN: Discussion Paper: Women Migrant Workers and Changing Family and community Relations in Nepal (2017)** [Discussion-paper-Women-migrant-workers-and-changing-family-and-community-relations-in-Nepal-en.pdf \(unwomen.org\)](#)
- **UNWOMEN: Returning Home – challenges and opportunities for women migrant workers in the Nepali labour market** [Returning Home: challenges and opportunities for women migrant workers in the Nepali labour market | UN Women – Asia-Pacific](#)
- **Rapid Assessment of Nepali Migrant Workers' Situation in Major Destination Countries During the COVID-19 Pandemic** [Rapid assessment of Migration-Situation_GCC-Malaysia-and-India during COVID NPI_July-2020_Final-Version.pdf](#)
- **European Parliamentary Research Service; IOM: Reintegration: Effective Approaches,** <https://www.iom.int/reintegration-effective-approaches>
- **European Parliamentary Research Service, Briefing: Reintegration of Returning Migrants** [Reintegration of returning migrants - European Parliament](#), [reintegration at the pre-departure stage, together with social and psychological counselling in preparing the reintegration - \[PDF Document\] \(documents.pub\)](#)
- **UNHCR, Handbook for Repatriation and Reintegration Activities, 2014** [UNHCR - Handbook for Repatriation and Reintegration Activities \(complete handbook\)](#)
- **Measuring Migration aspirations and related concepts, 2019** [MIGNEX-Carling-Measuring-migration-aspirations-2019-v1 \(2\).pdf](#)

Internal Helvetas Research (available on request)

- InELAM report on Returnee Migrant Workers
- SaMi Reports, including Migration Profiles, Rapid Assessments, MRC report, Financial Literacy Report, FEIMS report

Annex B: ReMi Project Logical Framework

Results	Indicators	Means of verification	Risks/assumptions
Goal: Returnee Migrant Workers (RMWs) have re-established themselves in Nepal and actively participate in social, cultural, economic, and political life	<p>Proportion of RMWs who actively participate in social, cultural, economic, and political life.</p> <p>Proportion of RMWs who consider themselves more resilient to deal with the adverse effects of climate change/external shocks.</p>	<p>Self-evaluation survey (Qualitative assessment) of RMWs (Survey Forms) (survey in 2024 and at end of phase; no baseline)</p> <p>Self-evaluation survey of RMWs (Survey Forms) (survey in 2024 and at end of phase; no baseline)</p>	Three tiers of government have a continued interest to address return and reintegration of RMWs. The environment for economic development and job creation in Nepal continues to improve, providing a more conducive environment for RMWs to prosper. Migration experience can contribute to social upward movement.
Outcome 1 Men and women returnee migrant workers in project working area establish a stable social and economic situation	<p>Proportion of RMWs gainfully employed.</p> <p>Proportion of RMWs with improved family relationship and psychosocial well-being.</p>	<p>Tracer survey of RMWs who received employment, entrepreneurship, and business-related support from ESCs; ESC records.</p> <p>Assessment of client by counsellor (end of treatment interview)</p>	RMWs bring back (social and economic) remittances which help them to improve their economic situation. Social barriers (stigma, discrimination, exclusion) constitute obstacles to economic reintegration (or to accessing reintegration support services). Women RMWs suffer because of their migration experience, while other persons from discriminated groups do so because of their ethnic, social background. Differentiated approach is needed to address specific needs of those discriminated (GESI).
Output 1.1 Migrant workers define a return and reintegration plan with their family	Proportion of MWs and families who attend reintegration sessions or family counselling to articulate return and reintegration plan.	Interview with participants of the sessions, session facilitator feedback report / case management system of ESC	RMWs understand the importance of longer-term planning for a successful reintegration and are willing to engage with the project (along the entire migration cycle). The dynamics within migrant families allow for a meaningful engagement and participation of all family members, mainly the wife.
Output 1.2 Returnee migrant workers access psycho-social support services	<p>Number of RMWs in distress receiving government or non-government social protection services.</p> <p>Number of RMWs receiving family and psychosocial counselling facilitated by ReMi Family Counsellor.</p>	<p>ESC Records / Case Management System</p> <p>ESC Records / Case Management System</p>	<p>ESC outreach workers and SaMi Returnee Volunteers (RVs) manage to identify RMWs in distress Suitable social schemes are available and accessible.</p> <p>ESC outreach workers identify RMWs open and are comfortable to engage in family counselling</p>

Output 1.3 RMWs access skills and knowhow for employment or self-employment in the domestic market	Proportion of RMWs referred to training who have acquired skills recognized by NSTB.	Small tracer survey of RMWs that received skill related support services from ESC	RMWs see the need and participate in bridge courses, skills, and on-the-job trainings. Market-driven bridge courses, skills and on-the-job trainings improve the employability of RMWs.
	Proportion of RMWs receiving business development support, who produce a viable business plan.	Assessment by BDS providers and by coaching providers for local BDS providers	Business development services provide meaningful support to RMWs, allowing them to establish and manage a small business. RMWs are supported to choose sectors, which are viable for economic growth.
	Number of RMWs who receive financial services.	Tracer by BDS, financial institutions and other service providers	
Output 1.4: Migrant cooperatives, associations and networks respond to the needs of returnee migrant workers	Number of cooperatives, associations and networks which refer RMWs to services.	Records of cooperatives, association, and networks	Migrant cooperatives, association and networks are recognized by and become a trusted partner of the government, and RMWs and their families.
	Number of associations, cooperatives, networks have built coherent campaigns, including those to protect the right of RMWs, increase access of RMWs to services, and reduce stigma against women returnee migrant workers.	Campaign documentation and Records of cooperatives, association, and networks	Migrant cooperatives, association and networks identify needs of RMWs and their families and address them in collaboration with the government.
Outcome 2: The three tiers of government implement effective mechanisms to provide reintegration services to returnee migrant workers	Number of policies, procedures and legal provisions in place related to reintegration in the three tiers of government.	Policy documents; official minutes of government meetings; government gazette	The three tiers of government understand and act on the need for a comprehensive response to reintegration of RMWs, based on the NRD, and established other relevant policy frameworks. The three tiers of government take a gender-sensitive approach in policymaking and establishment of reintegration support services for RMWs. The three tiers of government continue to address the needs of RMWs beyond the elections in 2022.
	Number of provincial and local governments that have coherent plans and budgets for the reintegration of returnee migrant workers.	Policy documents; official minutes of government meetings; government gazette	
	Proportion of RMWs who are satisfied with reintegration services provided by local governments (disaggregated by sex, ethnicity, caste).	Satisfaction Survey of RMWs that received reintegration services	
Output 2.1 Local governments have the capacities to provide needs-based reintegration support services	Number of ESCs providing essential services to returnee migrant workers.	ESC data; assessments of services by TA provider	Local governments define the issue of reintegration as a priority area for them to engage. Local governments recognize ESCs/EICs as the proper institutional body to provide reintegration support services to RMWs
	Number of local governments with own policies and plans on reintegration.	LG policies and plans	
	Number of local governments that have	TA provider report, local governments'	

	allocated own budgets for sustainable reintegration services.	programs and budgets	
	Number of thematic committees that engage in consultations with RMWs, and RMW networks, associations and/or cooperatives.	Meeting minutes	
Output 2.2: Provincial Governments act upon their roles and responsibilities in relation to migration and reintegration	Number of sessions of parliamentarian committees on matters related to migration and reintegration (informed by migration profiles).	Meeting minutes	Provinces are committed to strengthen their role regarding migration and reintegration. National policy on reintegration of returnee migrant workers is in place and used as basis for developing the provincial reintegration policies.
	Number of draft frameworks facilitating reintegration available.	Government gazette	
	Number of local governments that receive technical knowhow and budget from provincial government to support RMWs.	ESC data, TA provider report	
Output 2.3: The three tiers of government coordinate together for reintegration support services	Number of inter-ministerial meetings addressing reintegration related matters (horizontal).	Meeting minutes	The three tiers of government are clear about their respective roles and responsibilities related to reintegration of RMWs. They are willing to coordinate horizontally and vertically for enhanced service delivery. The three tiers of government are willing to work together on data management. Local governments recognize the role of provincial governments for providing support to efficient reintegration support services.
	Number of consultation meetings between federal, provincial and local governments on legal and policy frameworks (policy dialogue) (vertical).	Meeting minutes	
Output 2.4: The three tiers of government partner with the private sector on reintegration support services	Number of services provided in partnership with private sector (disaggregated by actor and service).	Service contracts, local and provincial governments' programs and budgets	The three tiers of government recognize the need to bring in capacities and knowhow from private sector and local service providers. The three tiers of government allocate funds for procurement of external service
	Number of collaboration initiatives between provincial and local governments and private sector.	Service contracts, local and provincial governments' programs and budgets	



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 or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

15. Liability of the Consultant

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

16. Insurance

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

17. Reporting Obligations

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

18. Proprietary Rights of the Client in Reports and Records

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

-
- same information unrelated to this Contract without prior written approval of the Client.
- 19. Equipment, Vehicles and Materials** Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination/expiration of this Contract, the Consultant shall make available to the Client or must handover to the client.
- 20. Description of Key Experts** The title agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **ToR**.
- 21. Replacement of Key Experts** Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 22. Approval of Additional Key Experts** If during execution of the contract, additional Key Experts are required to carry out the services, the consultant shall submit to the client for review and approval of their CVs. Client may consider such proposal based on the careful assessment and notify to consultant for implementation.
- 23. Replacement/ Removal of Experts – Impact on Payments** Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. If exceeded the consultant should bear all such costs.
- 24. Working Hours, Overtime, Leave, etc.** Working hours and holidays for Experts are set forth in **Financial Proposal**. To account for travel time to/from the client's country, experts carrying out services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Financial Proposal**.
- The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Financial Proposal**, and the Consultant's remuneration shall be deemed to cover these items.
- Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

25. Transportation

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

E. OBLIGATIONS OF THE CLIENT

26. Assistance and Exemptions

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

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

27. Access to Project Site

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

**28. Payment
Obligation**

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

F. SETTLEMENT OF DISPUTES

**29. Amicable
Settlement**

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

30. Dispute Resolution

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

G. DISCONTINUANCE

31. Discontinuance

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



Section-9: Special conditions of contract (SCC)

Number of GCC Clause	Amendments and supplements to clauses in the GCC
A(1-f)	Sub-contract: 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: ReMi project area or as per the communication of client to consultant.
A(7)	Authorized representative of the Client: Madushika Lansakara Authorized representative of the Consultant: <i>[to be mentioned as per proposal of consultant later while signing the contract]</i>
B(1)	Contract commencement date: 1 st October 2023
C(6)	Liability of the consultant: No further requirements.
C(7)	Insurance policies to be confirmed by consultant: No further requirements.
C(9)	Proprietary rights: No further requirements.
E(17)	Obligation of client: No additional obligations
F(21)	Dispute settlement: Mutual understanding

HELVETAS
NEPAL


 **HELVETAS**
NEPAL

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 2023 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:

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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

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.

