

**REQUEST FOR PROPOSAL  
FOR  
PERFORMANCE REVIEW  
OF  
SAMI'S NATIONAL PARTNERS**

April 2022

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## Section-1: Letter of Invitation

### INVITATION FOR PROPOSAL

#### Invitation for Proposals to Conduct Performance Review of SaMi's National Partners

Date of first publication: 26 April 2022

Safer Migration (SaMi) is a bilateral project between the Government of Nepal and the Government of Switzerland. It is implemented by the Ministry of Labor, Employment and Social Security and 156 participating local governments. Helvetas Nepal provides technical assistance to the project on behalf of Swiss Agency for Development and Cooperation (SDC).

SaMi intends to call for proposals from the eligible consultant (research/review/study organizations/firms legally registered in Nepal) to conduct a review study on **"Performance of SaMi's National Partners"**.

1. Request for Proposal (RFP) is made available at:  
<https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>
2. Interested organizations/firms must fulfil the minimum requirements listed in the RFP.
3. Proposal must be submitted latest by **2 May 2022 before 5 PM to SaMi / Helvetas Nepal office**.
4. Interested proposer must register at: <http://hmelapp.helvetas.org.np/Roster/registration> prior to submit the proposal.

Acceptance or rejection of proposals and award of the contract or cancellation of RFP shall remain within the jurisdiction of SaMi/Helvetas Nepal. This procurement process shall be according to SaMi/Helvetas Nepal procurement guidelines.

#### Safer Migration Project (SaMi)/Helvetas Nepal

Lalitpur-3, Dhobighat, Lalitpur  
G.P.O. Box - 688, Kathmandu, Nepal  
Telephone: +977-1-54 21 063, 54 37 148  
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## Section-2: Instructions to Consultants (ITC) and Data Sheet

### 2.1 General Provision

<b>2.1.1 Definitions</b>	<ul style="list-style-type: none"> <li>(a). "Applicable Guidelines" means the policies, guidelines, manuals of the client governing the selection and Contract award process/decision.</li> <li>(b). "Applicable Law" means the laws and any other instruments having the force of law in the territory of Nepal as they may be issued and in force from time to time by the government.</li> <li>(c). "Client" means the SaMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant.</li> <li>(d). "Consultant" means a legally established firm/entity that provides the Services as per ToR to the Client under the Contract.</li> <li>(e). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the annexes.</li> <li>(f). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) under Section-2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</li> <li>(g). "Day" means a calendar day.</li> <li>(h). "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 taken into account in the technical evaluation of the Consultant's proposal.</li> <li>(i). "ITC" (this is Section 2 of the RFP) means the Instructions to Consultants that provides the interested and eligible Consultants with all information needed to prepare their Proposals.</li> <li>(j). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</li> <li>(k). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants.</li> <li>(l). "Services" means the work to be performed by the Consultant pursuant to the Contract.</li> <li>(m). "ToR" (this is Section 3 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</li> </ul>
<b>2.1.2 Conflict of Interest</b>	<p>The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity</p>

	<p>to serve the best interest of its client. In the following situation it is declare as conflict of interest.</p> <ol style="list-style-type: none"> <li>If board member of the consultant is engaging in more than one proposal/proposer under for this selection process.</li> <li>If board member of the consultant is currently punished as criminal by law of Nepal.</li> <li>If consultant has close business or family relationship with a professional staff of the client.</li> </ol>
<b>2.1.3 Eligibility criteria</b>	<p><b>Consultant have to mandatorily submit the following documents in the proposal:</b></p> <ol style="list-style-type: none"> <li>Authorization letter to represent the organization for this RFP (<i>Format given in Section 7</i>)</li> <li>Firm Registration Certificate</li> <li>VAT/PAN Certificate</li> <li>Tax clearance certificate of FY. 2077/78</li> <li>Minimum annual average turnover of recent 3 years should be NPR.1.5 million: Audit Report of 2077/78 &amp; 2076/77</li> <li>Experience certificates or Contract Agreement/Work certificates from previous clients: <ul style="list-style-type: none"> <li>Minimum 5 years in review or survey or study or research conducted.</li> <li>Minimum 3 projects accomplished in past in the field of migration sector</li> </ul> </li> <li>Letter of self-declaration by board of directors of non-involvement in proven corruption cases and neutrality from the political parties/affiliation (<i>Format given in Section 7</i>)</li> </ol> <p><i>Failure to submit the mandatory documents listed above shall be disqualified.</i></p> <ol style="list-style-type: none"> <li>Consultant must not be blacklist by Government of Nepal while signing the formal contract.</li> </ol>

## 2.2 Preparation of proposal

<b>2.2.1 General consideration</b>	<p>The consultant required to study, understand all the contents of this RFP to prepare the proposal accordingly.</p> <p>The Consultants shall write/type rates in figures and words clearly. In case of contradiction between words and figure, words shall prevail.</p> <p>While quoting rates, Consultants will not be allowed to use correcting fluid or other erasing materials; neither Consultants will be allowed to overwrite the quoted rates. It may result into rejection of the proposal document. In case of mistakes in rates, the Consultants is to simply cross the rates and shall re-write the rates and bear the initials of authorized signatories.</p> <p>Proposals received after expiry of submission date shall not be considered as valid.</p>
<b>2.2.2 Cost of preparation of proposal</b>	<ol style="list-style-type: none"> <li>All the expenses incurred in preparing and submitting the proposal shall be Consultants' responsibilities.</li> <li>Client is floating RFP document free of cost.</li> </ol>

<b>2.2.3 Language</b>	<p>(a) The language of proposal shall be written in English and also correspondence/documents relating to this proposal should be in English unless restricted by the local law.</p> <p>(b) Financial proposal (Cost) shall be quoted in Nepalese Rupees and payment shall be made in Nepalese Rupees.</p>
<b>2.2.4 Proposal comprises</b>	The proposal should comprise the documents, forms, certificates listed in the <b>Data Sheet</b> .
<b>2.2.5 One proposal per consultant</b>	The Consultant shall submit only one Proposal in its own name only. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
<b>2.2.6 Validity of proposal</b>	Proposal shall remain valid for a period of days as specified in Data Sheet.
<b>2.2.7 Clarification and RFP amendment</b>	Consultants will obtain clarification about RFP Document by emailing to <a href="mailto:sami.np@helvetas.org">sami.np@helvetas.org</a> latest <b>by 29 April 2022</b> will publish composite queries and responses on Helvetas website where notice was published.

## 2.3 Submission, Opening and Evaluation

<b>2.3.1 Signing, Sealing, marking and submission of the proposal</b>	<p>(a) Only authorized representative of the Consultant shall sign each page of the proposal (both technical and financial). Put official stamp on each pages alongside of the authorized signature.</p> <p>(b) The Consultant shall seal the <b>technical proposal and financial proposal in a single envelop</b>.</p> <p>(c) The Consultant write (mark) it's name with address and client's address (as per data sheet) clearly on the envelope.</p> <p>(d) The consultant should submit the hard copy proposal to the client's address outlined in the <b>Data sheet</b>.</p>
<b>2.3.2 Confidentiality</b>	<p>(a) Any information concerning with award decision will be confidential.</p> <p>(b) The consultant should not disclose the client's private information without client's consent.</p>
<b>2.3.3 Opening of proposal</b>	The proposal (technical and financial) shall be opened in the presence of consultant who choose to attend at the place, data and time outlined in the <b>Data sheet</b> .
<b>2.3.4 Evaluation of proposal</b>	(a) The evaluation of proposal shall be conducted according to the "2.4 Evaluation Criteria".
<b>2.3.5 Evaluation method</b>	(a) Proposal shall be evaluated according to method specified in <b>Data Sheet</b> .
<b>2.3.6 Modification of proposal</b>	The modification/withdrawal of the proposal shall be as per indicated in <b>Data Sheet</b> .

## 2.4 Evaluation Criteria

**2.4.1 Technical Evaluation Criteria:** The assessment of proposals shall be carried out by a group of professionals based on the criteria detailed below.

Technical Criteria	Max. score
<b>A. Technical proposal</b>	<b>80</b>
1. Description of methodology and workplan in response to terms of reference [TPF-1]	20
2. Firm's specific experience [TPF-2]	20
3. Experience of Key experts that will be involved in the assignment (Team Leader and Research Officer) [TPF-3]	40

### 2.4.2 Financial Criteria: Resources required to implement the assignment

- **Budget:** Please make a budget proposal displaying the needed financial resources to execute the said study. Kindly note that this budget will only be indicative. Negotiations will be done if necessary. The budget shall be submitted using the template budget sheet.
- A narrative description of the budget shall be attached. The selected organization will have to finalize its budget following an in-depth discussion with SaMi/Helvetas Nepal.

Evaluation Criteria	Max. Score
<b>Financial proposal/Submitted budget</b>	<b>20</b>
<p>A. Cost efficiency – competitive financial offer (the lowest proposal will be awarded 20 marks and accordingly to the other proposal)</p> <p>The overall amount (excl. of applicable taxes) proposed by the consultant will be evaluated using the following formula:</p> $score = \frac{P_{min} \times max.points}{P}$ <p>P = Price of the proposal to be assessed  P<sub>min</sub> = Price of the lowest proposal</p>	20





## 2.5 Negotiation and Award

2.5.1. Negotiations	<p>The negotiations will be held at the date and address proposed by client with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 3 days.</p>
2.5.2 Availability of Key Experts	<p>The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 2.4 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
2.5.3 Negotiations	<p>a) The negotiations include discussions of the Terms of Reference (ToR), the proposed methodology, the Client's inputs, the special conditions of the Contract. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p> <p>b) Total cost negotiations will take place to confirm its cost corresponding to quality factors.</p>
2.5.4 Award of Contract	<p>Pursuant to clauses of the ITC and complying all the criteria; the top scorer in the combined evaluation will be awarded the contract.</p>
2.5.5 Performance guarantee	<p>The consultant shall furnish the performance guarantee while signing the contract. The performance guarantee shall be as per <b>Data sheet</b>.</p>
2.5.6 Price adjustment	<p>Price adjustment will be applicable as described in <b>Data sheet</b>.</p>
2.5.7 Contract duration	<p>The contract duration will be in accordance with <b>Data sheet</b>. Renewal of contract will be based on performance evaluation of consultant and requirement of client.</p>



## 2.6 Data Sheet

A. General	
ITC ref#	
i.	Name of the Client: SaMi/ Helvetas Nepal
ii.	A pre-proposal meeting will take place on the following: NA
B. Preparation of Proposals	
i.	<p><b>The Proposal shall comprise the following:</b></p> <p><b>Envelope with the Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TPF-1</li> <li>(3) TPF-2</li> <li>(4) TPF-3</li> <li>(5) TPF-4</li> <li>(6) Financial proposal form (FPF)</li> <li>(7) As per ITC (2.1.3) Eligibility criteria related all documents</li> </ul>
ii.	Proposals will remain valid for 45 calendar days after the proposal submission deadline.
iii.	<p><b>Clarifications may be requested no later than 28 April 2022</b></p> <p>The contact information for requesting clarifications is:</p> <p><b>E-mail: <a href="mailto:sami.np@helvetas.org">sami.np@helvetas.org</a></b></p>
C. Submission, Opening and Evaluation	
i.	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Proposal (Technical and Financial):</b> one (1) original and one (1) copy</p>
ii.	<p><b>Hard copies of Sealed proposal must be received at the address below no later than:</b></p> <p>Date : 2 May 2022</p> <p>Time : on or before 5 PM</p> <p>Venue : SaMi/Helvetas Nepal</p> <p style="padding-left: 40px;">Lalitpur – 3, Dhobighat</p> <p style="padding-left: 40px;">Telephone: +977-1-54 21 063, 54 37 148</p>
iii.	<p><b>Opening of both proposal (Technical and Financial) will take place on the following:</b></p> <p>Date : 3 May 2022</p> <p>Time : 2 PM, Tuesday</p>

	Address : SaMi/Helvetas Nepal Lalitpur – 3, Dhobighat, Lalitpur Telephone: +977-1-54 21 063, 54 37 148
iv.	<b>An online option of the opening of the proposal is offered: No</b>
v.	Proposal shall be evaluated according to the Quality and Cost Based Selection - QCBS (technical - 80%, financial - 20%) method.
vi.	<b>Modification of proposal is as follows:</b> Once proposal is submitted there will be no modification and withdrawal.
	<b>D. Negotiations and Award</b>
i.	<b>Expected date and address for contract negotiations:</b> Consultant will be informed by the Client.
ii.	<b>Performance guarantee shall be in the following: Not applicable</b>
iii.	<b>Price adjustment provision including remuneration: Not applicable</b>
iv.	<b>Proposed contract deadline:</b> Latest by 30 June 2022.

 SaMi  
Safer Migration Project

## Section-3: Terms of References (ToR)

Terms of Reference (ToR)  
for  
Consultancy Service  
Performance Review of National Partners

### 1) Background

Safer Migration Project (SaMi) is a bilateral project between the Government of Nepal and the Government of Switzerland. Helvetas Nepal provides technical assistance to the project on behalf of Swiss Agency for Development and Cooperation (SDC). The project is implemented by local governments in 39 districts of Nepal, under the policy guidance and leadership of the Ministry of Labour, Employment and Social Security (MoLESS). The overall goal of SaMi is that migrants and their families are better protected by democratic institutions in Nepal and benefit from decent work conditions abroad.

SaMi neither encourages nor discourages mobility of people for employment. However, it provides information, counseling, and pre-departure vocational skills training so that the potential migrants can make an informed decision about the benefits and risks of migration. SaMi also provides legal support to the migrants who become victimized during the process of migration. Similarly, SaMi provides financial literacy training to the families of migrant workers for the better management of remittances, and psychosocial support to deal with the negative social and emotional impacts of migration on the migrants and their families, particularly the left-behind wives, who face social hardships in the absence of their husbands.

SaMi's project activities are mostly carried out under five broad thematic areas: information dissemination, access to justice, psychosocial support, financial literacy trainings, and vocational skills training. Based on the Project Document's Clause no. 5.3, SaMi/PSU has selected the national partners through a competitive bidding process and have established partnership with them to provide regular technical support and capacity building support for the local project teams (hired by LGs) on the project thematic components.

The project is currently in the fourth year of its Phase III implementation, and it is imperative for the project to conduct an overall performance review of the national level partners at this juncture. The findings from the review will be important for the SaMi project to determine the future partnership modality during the project extension period and beyond. A mid-term evaluation of the project also recommended for the performance review of the national partners. Therefore, this ToR has been developed to seek the required services for the review of the performance of SaMi's national level partners from individuals/firm expert consultants.

### 2) National Partners

SaMi currently works with five national partners: Development Project Service Center (DEPROSC) Nepal for financial literacy; People Forum for Human Rights (People Forum) for legal aid; Pravasi Nepali Coordination Committee (PNCC) for paralegal support; The Centre for Mental Health and Counselling – Nepal (CMC – Nepal) for psychosocial support; and Ujyaalo Multimedia Pvt. Ltd. (Ujyaalo) for information dissemination. The activities of the national partners are briefly described below:

#### 2.1 Development Project Service Center (DEPROSC) Nepal

DEPROSC is a non-profit organization that works for the economic empowerment of rural people. As a national partner of SaMi, DEPROSC is responsible for the quality assurance of financial literacy component in order to contribute to Outcome 1 and Output 1.5 of the project. Financial

literacy trainings are provided to the left-behind family members of the migrant workers in all the project districts. DEPROSC develops training manuals and other required training resources for the same. Besides that, DEPROSC closely works with the local governments, local service providers and SaMi/Helvetas Nepal while providing the technical support.

## **2.2 People Forum for Human Rights (People Forum)**

People Forum is a lawyers' organization established for the protection of human rights and promotion of rule of law in Nepal. Since its establishment, the organization has been working for free legal aid, advocacy for policy reformation, Public Interest Litigation, legal research and capacity building of law enforcement agencies and migrant workers.

As a national partner of SaMi, People Forum is responsible to facilitate and enhance access to justice to the victims of foreign employment-related exploitation and fraud and to advocate/lobby for the improvement in the existing justice delivery system so that the victims get proper justice in order to contribute to Outcome 2 and Output 2.1 of the project. People Forum provides legal assistance to migrant workers through its legal clinic and coordination with regulating authorities (MoLESS, Department of Foreign Employment, and Foreign Employment Tribunal) to identify possible patterns, issues and concerns of the migrant workers. The organization is also responsible to coordinate with Migrant Resource Centers and enhance capacities of the local project staffs to promote access to justice.

## **2.3 Pravasi Nepali Coordination Committee (PNCC)**

PNCC is a non-profit and membership-based organization established by returnee migrant workers, especially from the Gulf countries. Since its establishment, the PNCC is proactively working for education and awareness, policy advocacy, rapid rescue, access to justice and reintegration of migrant workers. The objective of SaMi's partnership with the PNCC is to provide support to the distressed Nepali migrant workers in destination countries in order to contribute to the Outcome 1 and Output 1.2 of the project. Such support will be provided to the victimized migrants, or their families, referred by MRCs from the working districts and the national partners of SaMi. The PNCC is also responsible to coordinate and collaborate with relevant government and non-government agencies (at national, province and local levels) in Nepal and with Nepalese diplomatic missions, human right organizations, NRNA and Nepalese diaspora communities in the destination countries to support and facilitate cases of migrant workers and protection of their rights.

## **2.4 The Centre for Mental Health and Counselling- Nepal (CMC – Nepal)**

CMC – Nepal is a national level non-government organization established by a group of mental health professionals. The aim of the organization is to develop capable mental health and psychosocial human resources in the country so that quality mental health and psychosocial service are available for people living in the remote part of the country as well. The major objective behind the partnership between SaMi and CMC – Nepal is to support the local governments and the local service providers in implementing psychosocial component by training psychosocial counselors, supervising psychosocial counselors to deal with the psychosocial cases and supporting to set up the most appropriate and effective mechanism to support the families of migrants and returnees in SaMi's working areas in order to contribute to the Outcome 1 and Output 1.3 of the project.

## **2.5 Ujyaalo Multimedia Pvt. Ltd. (Ujyaalo)**

Ujyaalo works with over 200 FM radio stations across Nepal and supports them with contents, technology and capacity building. As a national partner of SaMi, Ujyaalo raises awareness among migrant workers and their families about the implications of foreign employment and available support services, including collection and documentation of testimonies through stories, videos and pictures. Ujyaalo also contributes for the capacity development of SaMi and partner staff in the media mobilization and documentation of cases/stories at different levels.



### 3) Objectives of the Review

The main objective of the review is to assess the overall performance of the national partners in achieving the respective project partnership objectives. The specific objectives are to:

- assess how far the partnership objectives, including the program targets, for the respective national partners are effectively achieved during the III phase of the SaMi project.
- assess the effectiveness of TA support provided by national partners for ensuring the quality of SaMi project implementation and achievement of the project outcomes at different levels,
- review the operational modality and management structure (including human resource) of the national partners for their appropriateness and cost effectiveness,
- generate and provide recommendations for the future partnership modality to ensure the required technical support for the effective implementation of project, during the project extension period.
- review and suggest possible modalities for the long-term sustainability of TA/facilitation support being provided by the national partners.

### 4) Methodology

The qualitative research methods should be applied to collect and analyze the relevant information. The data should be collected through in-depth interviews with the key informants and focus group discussions, and other methods, as necessary. The main stakeholders and key informants to be consulted include the relevant government departments/personnel, project beneficiary representatives- representing different project components, MRC staff at the district level, relevant local project staff, LG representatives, SaMi/PSU relevant staff, the national partners and project personnel. The review team is expected to develop and propose the sampling plan and the methodology, which will be finalized after consultation with the advisory committee.

### 5) Scope of the Review

This review will give an overview of the thematic performances of each national partner and also the effectiveness and efficiency of technical assistance provided by the national partners towards SaMi project implementation at different levels. The findings from this review will provide guidance and strategic direction for the effective continuation of partnership during the possible extension period of the project and beyond; by ensuring project efficiency.

### 6) Major Tasks to be completed Methodology and review tools development in consultation with the advisory committee:

- Develop list of relevant stakeholders and sampling plan for interview, FGD and interaction
- Drafting of review tools
- Consultation with the advisory committee (at least two times during the process: finalization of review tools and sharing of draft report)
- Finalization of the tools after final consultation with the advisory committee

#### **In-depth review of the national partners and their progress:**

- Coordinate with the thematic leads, relevant project team members at SaMi/PSU
- Visit to the national partners' offices and review of the progress and their performances, approaches through observations, consultations, and documents review
- Visit sample program districts/LGs for stakeholder consultations

- Visit and meet the relevant government stakeholders/officials

**7) Expected deliverables:**

- A draft review report with the required analysis of the findings against the review objectives
- Clear recommendations on the future partnership modality based on the analysis of the findings.
- Presentation of the draft findings and recommendations to the advisory committee and MoLESS/SDC if needed

**Final report:**

- Finalization of the report incorporating the feedback from the advisory committee
- Final submission of the review report as per the agreed structure

S. No	Activities	Timeline
1	Thematic induction to the review team by PSU	May
2	Drafting of research tools by review team	May
3	Consultation with the advisory committee	May
4	Tools finalization	May
5	Document review	May
6	Visit to the offices of national partners and review their progress and performances	May
7	Field visit	June
8	Draft report submission to the advisory committee	June
9	Finalization of the report including feedback	June
10	Final report submission	June

**8) Research Team Requirements 2 Teams, consisting of a Team Leader and a Research Officer in each team**

**8.1 Team Leader:**

- Experience of at least five years in conducting evaluation, with mixed-methods evaluation skills and having flexibility in using non-traditional and innovative research methods.
- Advanced degree in relevant disciplines such mental health, law or social science.
- Expertise in migration and its dimensions, with gender sensitive and inclusionary approaches to evaluation.

## 8.2 Research officer:

- Experience of at least five years in conducting evaluation, with mixed-methods evaluation skills and having flexibility in using non-traditional and innovative research methods.
- Advanced degree in relevant disciplines such mental health, law or social science.
- Expertise in migration and its dimensions, with gender sensitive and inclusionary approaches to evaluation.

## 8.3 Common competencies

- Excellent facilitation skill
- Strong leadership, and interpersonal and communication skills.
- Strong report-writing skills in English with a good record of producing high quality publications (at least one of them should be shared with SaMi/Helvetas to verify the quality of work).
- A strong commitment for the timely delivery of high-quality result.

## 9) Working Methods

Following management arrangement will be established to clarify review expectations, eliminate ambiguities and facilitate for the efficient and effective review process.

An advisory committee will be formed to ensure the overall management and quality assurance of the review process. The committee will consist of the following members:

1. Mr. Dipendra Paudel – Undersecretary, MOLESS
2. Ms. Sangita Yadav- Program Officer, SDC
3. Ms. Sita Ghimire – Team Leader, SaMi/PSU
4. Mr. Tarun Adhikari – Program Coordinator (Monitoring/evaluation technical expert, SaMi/PSU)

Team	Major Roles	Responsible Person(s)
Advisory Committee	This committee will provide overall leadership and management support for the review team: The committee will review the ToR , oversee consultant selection and hiring process, review of tools and the quality control of the review report. The committee will facilitate and provide necessary feedback and orientation to the review team for ensuring the quality of the overall review work. The committee will also take ownership of the review report and take necessary measures to respond/follow-up on the findings/recommendations.	Advisory Team
Review Team	Two members review team, with the combination of different SaMi thematic component expertise is expected to conduct the review based on the	External reviewer(s)



	contractual agreement and in close supervision of the advisory committee.	
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#### **10) Proposed Cost and Mode of Payment**

The tasks mentioned above are expected to be completed from the date of signing the contract till the date mentioned in bid document. The consultant is expected to propose the required time frame (no. of days required) for each of the listed task above and the tentative remuneration for the assignment based on the major scope of the work provided above.

SaMi/HELVETAS will have the right to negotiate and agree on the financial proposal based on the rules and regulations of SaMi/HELVETAS and considering the requirement of the tasks to be performed.

The payment will be made in the following structure:

- 30% of the payment will be made upon the tool finalization and startup of review task.
- 40% of the payment will be made upon the submission of the draft report.
- 30% of the payment will be made upon the final submission of the report and approval by the advisory committee.

As per the Government of Nepal's taxation rules and regulations, applicable tax will be deducted at source at the time of bill payment.



## Section-4: Technical Proposal Form (TPF)

Please follow the below structure and answer all questions (Recommended font and size: Arial, 11 pt)

### TPF-1: Technical proposal guideline form

i. **General Information (Information of your organization including organogram – Maximum 2 pages)**

Name of the Institution:

Assessment Venue address:

Registration No.:

Registration Date:

Authorized representative of the institution and contact details:

Email: .....

Contact no.: .....

**Description of methodology and workplan in response to terms of reference (Max. 4 pages)**

a. **Technical Approach and Methodology:** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of the output.

b. **Ensuring quality of the review:** How will you ensure the quality of data collection method with different SaMi's National Partners? (max. half page)

c. **Challenges and Risks:** Where do you see challenges and potential risks in this assignment and how do you plan to deal with them? (max. half page)

**TPF-2: Consultant's specific (relevant) experience proposal form**

**Experience in research study: (Maximum 1 page – table included)**

List out specific experiences about performance review conducted (related to migration) - recent three research studies in below table.

S.No.	Description of performance review conducted	Year conducted	Funding Agency	Remarks

*\*Add rows if necessary. Do not change or format the table.*



### TPF-3: Key expert proposal form

TEAM COMPOSITION OF KEY EXPERTS – (include the name of key researcher/s with relevant expertise along with their CV (not more than 3 pages) and proof of conducting the research)

At least two teams composition should be proposed.

#### Team-1

SN	Name of the Researcher/s	Academic Qualification	Years of work experience	Research studies conducted
1	Team Leader			
2	Research Officer			

#### Team-2

SN	Name of the Researcher/s	Academic Qualification	Years of work experience	Research studies conducted
1	Team Leader			
2	Research Officer			

#### Note:

*The CV of the key expert/s must be duly signed mentioning below points*

- (i) This CV correctly describes my qualifications and my experience
- (ii) I am committed to undertake the assignment within the validity of Proposal.
- (iii) I have not submitted my CV to other proposal except for this organization.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
[Signature of expert]

Date: \_\_\_\_\_  
Day/Month/Year



#### TPF-4: Work plan proposal form

**Work Plan:** Please outline the plan for the implementation of the main activities/tasks of the assignment, targets to be achieved per month, and tentative delivery dates of the reports in the below table. The proposed work plan should be consistent with TPF-1, showing your understanding of the ToR and ability to translate them into a feasible working plan.

SN	Activities	1 <sup>st</sup> Month	2 <sup>nd</sup> Month

*\*Add rows according to your requirement*



## Section-5: Financial Proposal Form (FPF)

Fill the following format (Recommended font and size: Arial; 11pt)

**A. Details of Consultant:**

1.1 Name of the Institution:

1.2 Address:

1.3 Name of the representative of the institution and contact number:

**FPF-1: Detail break-down of financial proposal:**

(Please provide details budget breakdown in line with the proposed activities. **Add rows as required**)

SN	Description	Quantity	Month	Rate	Total amount in NPR
1	Remuneration				
1.1	Team leader	2			
1.2	Research officer	2			
2	Transportation				
3	Communication and Stationery				
4	Overhead				
	<b>Total Cost Exclusive of VAT</b>				

**Total in words:**



## Section-6: Format of Contract Agreement

### AGREEMENT

Concerning the mandate of undertaking Performance Review of SaMi's National Partners

Between

**SaMi/Helvetas Nepal**

as Employer

And

..... as Consultant

---

#### 1. THE MANDATE

SaMi/Helvetas Nepal entrusts ..... representing ..... for performance evaluation of SaMi's National Partners. The TOR is considered as an integral part of the assignment. The Consultant shall perform the assignment as per the highest professional standard.

#### 2. TOTAL DURATION

This agreement comes into effect from after signing by both the parties and remains valid till .....

#### 3. RESPONSIBILITY OF CONSULTANT

The responsibility of consultant will be as follows:

- Develop list of relevant stakeholders and sampling plan for interview, Focused Group Discussion (FGD) and interaction
- Drafting of review tools
- Consultation with the advisory committee (at least two times during the process: finalization of review tools and sharing of draft report)
- Finalization of the tools after final consultation with the advisory committee

#### In-depth review of the national partners and their progress:

- Coordinate with the thematic leads, relevant project team members at SaMi/PSU
- Visit to the national partners' offices and review of the progress and their performances, approaches through observations, consultations, and documents review
- Visit sample program districts/LGs for stakeholder consultations
- Visit and meet the relevant government stakeholders/officials
- A draft review report with the required analysis of the findings against the review objectives
- Clear recommendations on the future partnership modality based on the analysis of the findings.
- Presentation of the draft findings and recommendations to the advisory committee and MoLESS/SDC if needed
- Finalization of the report incorporating the feedback from the advisory committee
- Final submission of the review report as per the agreed structure assignment mentioned in ToR.
- The detail task needs to be delivered as per RFP document



#### 4. RESPONSIBILITY OF SaMi/Helvetas Nepal

- The following are the responsibility of SaMi/Helvetas Nepal.
- Arrange required meetings/sharing/briefing with the consultant before starting the assignment or intermittently as per the need.
- Provide necessary input to the consultant in coordination with concern component coordinator while finalizing the given assignment.
- Arrange meetings with SaMi's concerned coordinators and the consultant to better exchange the need of modification in system based on field experience.
- Provide input on the draft prior to the finalization of the work by the consultant.
- Ensure payments as agreed on Table 1.

#### 5. TOTAL BUDGET

The total agreed budget of this agreement is NRs. ....../- (In words: ..... ) including VAT amount. The breakdown of the budget is presented in the following table.

Table 1: Task and Budget Calculation

SN	Description	Quantity	Month	Rate	Total amount in NPR
1	Remuneration				
1.1	Team leader	2			
1.2	Research officer	2			
2	Transportation				
3	Communication and Stationery				
4	Overhead				
				Total	
				VAT (13%)	
				Total	

VAT bill is mandatory. Tax on sources will be deducted as per the rules and regulation of the Government of Nepal.

#### 6. MODE of PAYMENT

The total payment will be made in three instalments.

- 30% of the payment will be made upon the tool finalization and startup of review task.
- 40% of the payment will be made upon the submission of the draft report.
- 30% of the payment will be made upon the final submission of the report and approval by the advisory committee.

Tax will be deducted from the fees of the consultant as per the taxation rules of the Government of Nepal during the time of final payment.

## **7. TIMEFRAME**

The consultant will complete the assignment by .....

## **8. QUALITY ASSURANCE**

The consultant will furnish the highest level of professional quality standard to achieve the objective. If the quality of the services, furnished by the consultant as envisioned in this agreement both in terms of time and quality did not meet professional standard, the SaMi/Helvetas Nepal reserves the right to not to pay, deduct payment partially or fully. Also, if the situation does not permit to undertake the assignment in stipulated time, both parties will discuss the issue and plan for alternative course of action.

## **9. ANTI CORRUPTION CLAUSE**

The contracting parties shall neither offer or give any kind of advantage to a third party either directly or indirectly, nor directly or indirectly receive, accept or let themselves promise any gifts, payments or other advantages which are or could be considers as an illegal or corrupt practice. SaMi/Helvetas Nepal reserves the right to cancel the contractual relationship in case of infringement, suspend payments, reclaim former payments and report the offense.

## **10. CONFIDENTIALITY**

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

## **11. INSURANCE OF CONSULTANT AND THEIR STAFFS**

The consultant will be responsible to have the Insurance Coverage (such as Medical, Accidental and Terrorism Coverage) of the consultant and staffs who are involved in delivering the agreed tasks under this contract. The SaMi/Helvetas Nepal will not be responsible to over any costs occurred by any unforeseen incidences of the consultants and the staffs involved under this assignment.

## **12. Copyright**

Functional system including final source code needed to be handed over to SaMi/Helvetas Nepal.

## **13. OTHER PROVISIONS**

This agreement is governed by the law applicable in Nepal. Any disputes between the consultant and the SaMi/Helvetas Nepal under this agreement shall be taken first to the management of both institutions for resolving the dispute.

This agreement can be amended through mutual understanding with written note signed by both parties. This agreement can be terminated by either party by giving a week advance notice in writing to other party.

On Behalf of SaMi/Helvetas Nepal

On Behalf of Consultant

-----  
Sita Ghimire  
Team Leader  
SaMi/Helvetas Nepal  
Tel : 01 5421063  
Email: [sita.ghimire@helvetas.org](mailto:sita.ghimire@helvetas.org)

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.....  
.....  
.....  
.....  
.....

Date: .....



## Section-7: Forms and formats templates

(i) Authorization letter to represent the organization for this RFP

I, the undersigned, in my capacity of (position in Firm for e.g. Executive Director) .....  
..... (Firm's/organization's name) .....  
authorize Mr/Ms ..... (name of the authorized person) working in the  
capacity of ..... (position of the authorized person) to represent the  
organization for this RFP. S/he will be the focal person of communication and responsible for  
program implementation. Timely communication will be made to the client if the authorized person  
is changed.

Yours faithfully,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of the authorized person

Name:

Designation:

Firm's name:

Seal:

***\*In case the owner is the authorized person, s/he will authorize her/himself.***

  
Safer Migration Project

**(ii) Letter of self-declaration by board members of non-involvement in proven corruption cases in the last 10 years and neutrality from the political parties/affiliation**

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I, the undersigned, in my capacity of (position in Firm for e.g. Executive Director) .....  
..... (Firm's/organization's name) .....  
declare that our Firm has not been convicted of any offence concerning its professional conduct  
nor has been the subject of any judgment which has the force of judicata for fraud, corruption,  
involvement in a criminal activity, money laundering or any other illegal activity. The directors/firm  
does not have any affiliation with the political parties and are neutral.

..... (Firm's/Organization's name) has  
always fulfilled obligations relating to the payment of social security contributions and the payment  
of taxes in accordance with the legal provisions of the country in which it is established or with  
those of the country where it has so far performed. ....  
(Firm's name) has never been a subject to any administrative penalty by any of its client.

In principle, ..... (Firm's/Organization's name) does not accept to be  
involved in corruption, any form of irregularities and neutral from the political parties/affiliations.  
Our approach is to always prevent corruption by appropriate means and keep vigilant of any form  
of irregularities and misconduct.

With full confidence in our strictly pursued policy of non-involvement in any form of corruption and  
irregularity, I hereby solemnly confirm that we are absolutely immune of involvement in any  
proven corruption case and there has been no change in our situation during the last 10 years.

Yours faithfully,

\_\_\_\_\_  
Signature

Name:

Designation:

Firm's name:

Seal:

The block contains a handwritten signature in black ink, which appears to be 'J. SaMi'. To the right of the signature is a logo for 'SaMi' in a bold, stylized font. Below the 'SaMi' logo, the text 'Safer Migration Project' is written in a smaller, sans-serif font.