

# Request for Proposal

for the procurement of consulting services

for  
implementation of Garment Machine  
Operator training and facilitate for the  
foreign employment  
for  
**Potential Migrant Workers**

Contract No: SaMi/...../2022-2023

Issued by:



**Safer Migration Program (SaMi)**  
Programme Support Unit (PSU)  
Lalitpur-3, Dhobighat, Lalitpur

November 2022

**SaMi**  
Safer Migration Project  
*[Handwritten signature]*

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## Section-1: Letter of Invitation

### INVITATION FOR PROPOSAL

**For the selection of Training Management Institutes for the implementation of Garment Machine Operator Training and facilitate for the foreign employment for potential migrant workers**

**Date of first publication: 8 November 2022**

Safer Migration (SaMi) Program is a bilateral initiative 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 program on behalf of the Swiss Agency for Development and Cooperation (SDC).

SaMi intends to call for proposals from the eligible Training Management Institutes (TMIs) to implement skill training in Garment Machine Operator for the potential migrant workers.

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 RFP.
3. Proposal must be submitted latest by **23 November 2022 before 5 PM to SaMi/ Helvetas Nepal office.**
4. **Pre-Proposal meeting (Virtual) will be held on 15 November 2022 at 2 PM. Interested consultants should confirm their participation at [sami.np@helvetas.org](mailto:sami.np@helvetas.org) to obtain the virtual meeting ID latest by 14 November before 4 PM.**

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

#### **Safer Migration Program (SaMi) /Helvetas Nepal**

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## Section-2: Instructions to Consultants and Data Sheet

### 2.1 General Provision

<p><b>2.1.1 Definitions</b></p>	<p>(a). "Applicable Guidelines" means the policies, guidelines, manuals of the client governing the selection and Contract award process/decision.</p> <p>(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.</p> <p>(c). "Client" means the SaMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant.</p> <p>(d). "Consultant" means a legally established professional 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 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) under Section-2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(g). "Day" means a calendar day.</p> <p>(h). "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.</p> <p>(i). "ITC" (this 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.</p> <p>(j). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(k). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants.</p> <p>(l). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(m). "ToRs" (this 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.</p>
<p><b>2.1.2 Introduction</b></p>	<p>The Client named in the <b>Data Sheet</b> intends to select Consultant from eligible and interested firms/TMIs. The Consultant will be selected for Garment Machine Operator occupation based of their Technical and Financial proposal.</p>
<p><b>2.1.3 Conflict of Interest</b></p>	<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</p>



	<p>assignments or its own corporate interests and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. 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 bidder/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>
<p><b>2.1.4 Eligibility criteria</b></p>	<ol style="list-style-type: none"> <li>Consultants have to mandatorily submit the following documents in same order with the bid document: <ol style="list-style-type: none"> <li>Authorization letter to represent the company for this RFP (<i>Format given in Section 8</i>)</li> <li>Company Registration Certificate and renewal if applicable</li> <li>Minimum 2 years of experience in Tailoring/Garment sector<sup>1</sup>.</li> <li>Affiliation of CTEVT in at least one of occupations of Tailoring/Garment sector<sup>2</sup>. (The Training Institutes who have already applied for CTEVT affiliation in above mentioned trades and the Training Institutes who will apply for affiliation in above mentioned trades before last date of proposal submission will be included in selection process)</li> <li>VAT Certificate</li> <li>Tax clearance certificate of fiscal year 2076/77 and 2077/78</li> <li>Audit Report of fiscal years 2076/077 and 2077/2078</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 8</i>)</li> <li>Proof of existing infrastructures/workspace for practical, tool &amp; equipment list (i.e., classroom, hostel facility etc.) (<i>Format given in Section 4, TPF 5</i>). Minimum infrastructure must be fulfilled by consultants during physical verification otherwise bid shall be rejected. Include maximum 10 photographs of the infrastructure and tool/equipment.</li> </ol> <p><i>Failure to submit the mandatory documents listed above shall be disqualified.</i></p> </li> <li>Consultant must not be blacklist by Government of Nepal</li> </ol>

<sup>1</sup> Assistant Tailor, Tailor, Tailor Master, and Junior Garment Fabricator

<sup>2</sup> Assistant Tailor, Tailor, Tailor Master, and Junior Garment Fabricator

## 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 bid 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>Bids received after expiry of submission date shall not be considered as valid.</p>
<b>2.2.2 Cost of preparation of proposal</b>	<p>(a) All the expenses incurred in preparing and submitting the bids/proposal shall be Consultants' responsibilities.</p> <p>(b) Client is floating RFP document free of cost.</p>
<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) Propose amount 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 Data Sheet.
<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 120 days after opening of the proposals
<b>2.2.7 Clarification and RFP amendment</b>	<p>Consultants are requested to send their questions/queries by emailing to <a href="mailto:sami.np@helvetas.org">sami.np@helvetas.org</a> latest by <b>17 November 2022</b>.</p> <p>Client will publish composite queries and responses on Helvetas Nepal's website under the published RFP section by <b>18 November 2022</b>.</p>

## 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 technical proposal and financial proposal separately.</p> <p>(c) The Consultant write (mark) it's name address and client's address (as per data sheet) clearly on the</p>
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	<p>envelope. Marked clearly both envelopes as "Technical Proposal" and "Financial Proposal". Both technical and financial envelopes should be packed in a single envelope with their contact details.</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 technical proposal</b>	The technical proposal shall be opened in the presence of consultant who choose to attend at the place, date and time outlined in the data sheet.
<b>2.3.4 Evaluation of Technical proposal</b>	<p>(a) The evaluation of technical proposal shall be conducted according to the "2.3.9 Technical evaluation criteria".</p> <p>(b) The Consultants, who passes technical proposal shall be informed of the date, time and place of opening of financial proposals.</p>
<b>2.3.5 Opening of Financial Proposal</b>	Financial proposal of those Consultants, whose technical proposal passes the minimum score, shall only be opened.
<b>2.3.6 Evaluation of Financial Proposal</b>	Financial proposal shall be opened according to above is evaluated as below "2.3.10 Financial evaluation criteria".
<b>2.3.7 Evaluation method</b>	<p>(a) Technical and financial proposal shall be evaluated according to the QCBS (technical - 80%, financial - 20%) method.</p> <p>(b) Successfully verified infrastructure proposal shall be integral part of award decision.</p>
<b>2.3.8 Modification of proposal</b>	The modification/withdrawal of the proposal shall be as per indicated in Data Sheet.

### 2.3.9 Technical Evaluation Criteria

**Assessment of Proposals:** The assessment of proposals will be carried out by a group of professionals based on the criteria detailed below and will also include physical verification of the proposed training venues, tools, equipment, instructors and training coordinator.

Proposal Evaluation Criteria		Max. score
<b>A. Technical proposal Score</b>		<b>80</b>
1.	Description of methodology and workplan in response to terms of reference	35
a.	Technical Approach and Methodology	
b.	Outreach and Enrollment	
c.	Foreign Employment Linkage	
d.	Work Plan	
e.	Opportunity, Challenges and Risks	
2.	Experience of the organization in proposed occupation	10
3.	Profile of Key Experts (Instructors and Training Coordinator)	35

(The proposed key experts shall be present during the training implementation. If by unavoidable circumstances the mentioned key experts could not be present, the substitute expert should be equivalent to proposed or more. SaMi/Helvetas Nepal will decide the substitution based on the further evaluation of its profile. Contract shall be terminated upon failure of suitable substitution. If key experts' CV is submitted by more than one bidder, the client will verify with the key experts. Bidder who submitted the CV without the consent of the key experts will be disqualified.)

#### Team qualification requirement details

Instructors	Technical Qualification of Instructors and Academic Qualification of Training Coordinator Required	Training of Trainers (preferably from Training Institute for Technical Instruction) or other organization	Years of training experience
Lead Instructor	CTEVT L2 or equivalent *In the occupations where L2 course is not available, L1 shall be applicable or 3 years work experience in foreign garment industry.	Preferred	3 years and above
Assistant Instructor	CTEVT L1 or equivalent *Occupations where CTEVT/NSTB certification is not available, international certification shall be applicable or 2 years work experience in foreign garment industry	Preferred	2 years and above
Training Coordinator	At least Bachelor's degree in any stream and having experience of training management	Optional	3 years and above

**Note: Among the two instructors one must be a returnee from foreign employment having experience in garment industry.**

**Physical Infrastructure Evaluation:** The physical infrastructure must be in Kathmandu valley and the venue must have proper road access. Infrastructure of the organization in proposed occupation will be evaluated for those who pass the technical proposal. Those who do not meet the physical infrastructure as mentioned in the RFP will be disqualified for further process.

#### 2.3.10 Financial evaluation criteria - Resources required to implement the program:

- **Budget:** Please make a budget proposal displaying the needed financial resources to implement the Garment Machine Operator training. 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.
- **Timeline:** As stated above, please present an annual budget proposal, covering the following period: December 2022 to 15 July 2023. Please be specific with every planned activity and provide the cost estimation of every activity as detailed as possible.



Evaluation Criteria	Max. Score
<b>Financial proposal/Submitted budget</b>	<b>20</b>
<p>A. Cost efficiency – competitive financial offer per trainees (the lowest bidder will be awarded 10 marks and accordingly to the other bidders)</p> <p>The overall amount (excl. VAT) 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

## 2.4 Negotiation and Award

<b>2.4.1. Negotiations</b>	<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>
<b>2.4.2 Availability of Key Experts</b>	<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 2.3.9 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>
<b>2.4.3 Technical negotiations</b>	<p>The negotiations include discussions of the Terms of Reference (ToRs), 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>
<b>2.4.4 Financial negotiations</b>	<p>Total cost negotiations will take place to confirm its cost vs quality factors.</p>

<b>2.4.5 Award of Contract</b>	Pursuant to clauses of the ITC and complying all the technical criteria; the top scorer in the combined evaluation.
<b>2.4.6 Price adjustment</b>	Price adjustment will be applicable as described in data sheet.
<b>2.4.7 Performance guarantee</b>	The consultant shall furnish the performance guarantee while signing the contract. The performance guarantee shall be as per Data Sheet.
<b>2.4.8 Contract duration</b>	The contract duration will be in accordance with data sheet. Renewal of contract will be based on performance evaluation of consultant and requirement of client.



## 2.5 Data Sheet

<b>A. General</b>	
<b>ITC ref#</b>	
<b>2.1.2</b>	<b>Name of the Client: SaMi/ Helvetas Nepal</b>
	<p><b>A pre-proposal meeting will take place on the following:</b>            Date: 15 November 2022            Time: 2 PM, Tuesday            Venue: Online (Virtually through Microsoft Teams)            Note: Interested consultants should confirm their participation at <a href="mailto:sami.np@helvetas.org">sami.np@helvetas.org</a> to obtain the virtual meeting ID latest by 14 November 2022 before 4 PM.</p>
<b>B. Preparation of Proposals</b>	
<b>2.2.4</b>	<p><b>The Proposal shall comprise the following:</b>  <b>1<sup>st</sup> Envelope with the Technical Proposal:</b>            (1) Power of Attorney to sign the Proposal            (2) TPF-1            (3) TPF-2            (4) TPF-3            (5) TPF-4            (6) TPF-5            (7) As per ITC (2.1.4) Eligibility criteria related all documents</p> <p><b>2<sup>nd</sup> Envelope with the Financial Proposal:</b>            (1) FPF-1            (2) FPF-2</p>
<b>2.2.6</b>	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
<b>2.2.7</b>	<p><b>Clarifications may be requested no later than 17 November 2022</b>            The contact information for requesting clarifications is:  <b>E-mail: <a href="mailto:sami.np@helvetas.org">sami.np@helvetas.org</a></b></p>
<b>C. Submission, Opening and Evaluation</b>	
<b>2.3.1</b>	<p><b>The Consultant must submit:</b>            (a) <b>Technical Proposal:</b> one (1) original and one (1) copy            (b) <b>Financial Proposal:</b> one (1) original.</p>
<b>2.3.1</b>	<p><b>Hard copies of Sealed proposal must be received at the address below no later than:</b>            Date: 23 November 2022            Time: on or before 5 PM            Venue: SaMi/Helvetas Nepal            Dhobighat-3, Lalitpur</p>

	Email: sami.np@helvetas.org Tel: 01- 54 21 063, 54 37 148
<b>2.3.3</b>	<b>Opening of the Technical Proposals will take place on the following:</b> Date: 24 November 2022 Time: 2 PM, Thursday Venue: SaMi/Helvetas Nepal Lalitpur – 3, Dhobighat, Lalitpur Telephone: +977-1-54 21 063, 54 37 148
<b>2.3.8</b>	<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>
<b>2.4.1</b>	<b>Expected date for the commencement of the Services:</b> Consultant will be informed by the Client.
<b>2.4.6</b>	<b>Price adjustment provision including remuneration: Not applicable</b>
<b>2.4.7</b>	<b>Performance guarantee shall be in the following:</b> <ul style="list-style-type: none"> <li>• The consultant should furnish the performance guarantee in a form of bank guarantee from A-class commercial bank approved by Nepal Rastra Bank.</li> <li>• The amount of performance guarantee is 5% of the total contract price (Format given in Section 7)</li> </ul>
<b>2.4.8</b>	<b>Contract duration: from the formal contract signing date to 15 July 2023</b>



**SaMi**  
Safer Migration Project



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

### TERMS OF REFERENCE (ToR)

FOR  
TRAINING MANAGEMENT INSTITUTES (TMIs)  
TO

Implement Vocational Skills Training and Facilitate Potential Migrant Workers for Foreign Employment

#### 1. Background

##### *The Safer Migration (SaMi) Program*

Safer Migration (SaMi) Program is a bilateral initiative 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 program on behalf of the Swiss Agency for Development and Cooperation (SDC).

The program has goal to ensure that migrants and their families are better protected by concerned Nepali institutions and benefit from decent work conditions abroad. Since its inception in 2011 (as Safer Migration Project), SaMi aims to increase economic benefits from foreign employment to migrants and their families while mitigating the social costs of migration. It does so by improving access to information, access to justice, vocational skills, financial literacy and psychosocial counselling for migrant workers and their families

##### *Skilling of Potential Migrant Workers*

SaMi's vocational skilling component aims to impart skills training to the prospective migrants who have little or no prior experience in the occupation. It provides them with one-month (equivalent to 208 hours) residential training, with the focus on developing their practical skills. The proposed vocational training enables prospective migrants being hired as helpers to semi-skilled and skilled workers rather than general laborer, giving them a better chance of career progression<sup>3</sup>.

SaMi has been collaborating with 10 training management institutes (TMIs) located in Kathmandu valley, Dhanusha, Rupandehi, Kaski and Jhapa in conducting skills trainings for SaMi. The TMIs were selected based on specific criterias set by the program, such as good infrastructure with sufficient tools, equipment and material, availability of a separate workstation for each trainee, and clean residence for trainees. Vocational skill trainings is currently being conducted in eight occupations: Shuttering carpentry, Scaffolding, Industrial electrician, Plumbing, Welder, Pipe Fitter, Housekeeping/Cleaner and Garment machine operator.

SaMi has planned to train 1100 PMW in Shuttering carpentry, scaffolding, industrial electrician, plumbing, Welder, Pipe Fitter, Housekeeping/Cleaner and garment machine operator trades in this fiscal year. SaMi has planned to train 360 out of 1100 PMW in garment machine operator and this RFP has published to select at least two TMI for implementation of garment machine operator. In addition to technical skills related to specific occupations, trainees also learn occupational health & safety and life-skills, such as understanding the culture of the destination country, basic communication skills, managing finances and

<sup>3</sup> A number of tracer studies conducted by SaMi has shown that migrants who have successfully completed the skills training tend to earn on average 20-25% more than unskilled workers and are also more likely to be hired as semi-skilled or skilled workers in their second, third or fourth migration cycle.

maintaining relationship with family over long distance. After the completion of training, trainees undergo an end of training test, which is conducted by the certified assessors of the National Skill Testing Board (NSTB) and receive certificates, who met standard of the skill test.

## 2. Scope, target and implementation modality

### *Overview*

SaMi is planning to organize center-based residential Vocational Skills Training for approximately 1100 potential migrant workers from all over Nepal in the FY 2022/23. 360 out of 1100 PMW will be trained in garment machine operator in Kathmandu valley only. SaMi will cover the costs for the training, food and accommodation including independent skills assessment.

The proposed skills trainings are specifically designed and developed based on labour market and skills demand in the major destination countries. Curricula are developed in consultation with returnee migrant workers with several years of work experience abroad in same occupation, skills development experts and employers/companies based in destination countries. The training lasts a total of **30 days**<sup>4</sup> and includes modules on occupational skills in specific occupations as well as life/soft skills and health to best prepare migrants to adapt to the living conditions of the destination countries. At the end of the training, skills test is conducted to verify the competencies and knowledge acquired by the trainees and ensure training quality. There are two modalities for end of training assessment. Occupations in which National Skill Testing Board (NSTB) has relevant standards and testing mechanism, skill assessment and certification are conducted by National Skill Testing Board (NSTB). Else, independent assessors hired by SaMi to conduct assessment and trainees receive certificates awarded by SaMi, who meet the set standards.

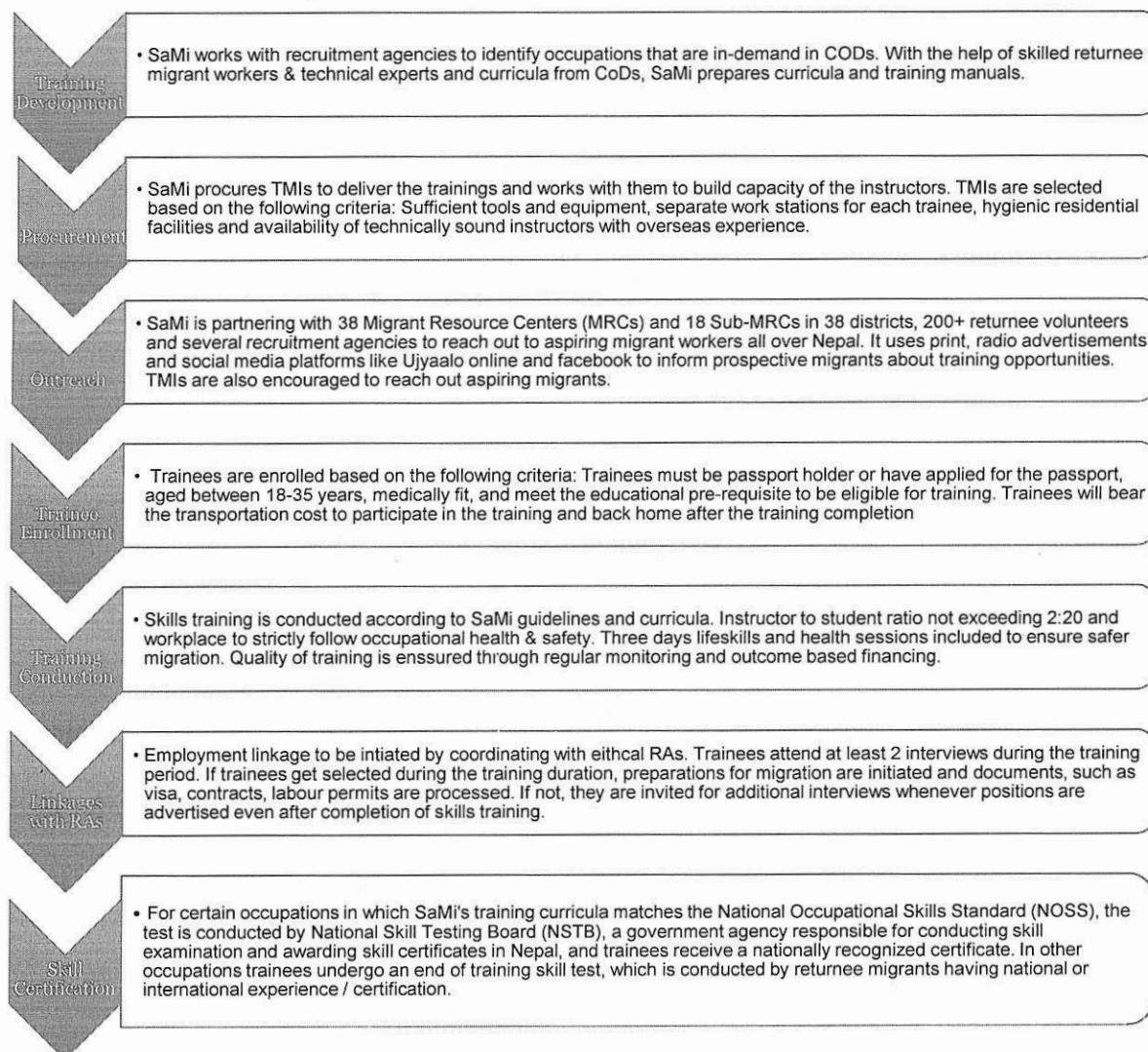


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<sup>4</sup> 30 days includes 4 days holiday of weekend



## Implementation Modality



## Training Occupations and Geographic Coverage

This RFP has published to implement training in the Garment Machine Operator occupation to train for potential women migrants only and will be implemented in the Kathmandu valley only.

### 3. Role of the TMIs and SaMi

This call for proposal is launched to select the TMIs that will perform the roles described below.



Activities to be performed	Role of TMIs	Role of SaMi
Outreach	<ul style="list-style-type: none"> <li>-TMIs shall use its network to reach out aspiring migrants in non-SaMi districts and municipalities.</li> <li>-TMIs shall coordinate with RAs to disseminate the skills training information.</li> <li>-TMIs shall keep records of aspiring migrant workers (referred by MRCs), regarding their availability for the training.</li> </ul>	<ul style="list-style-type: none"> <li>-SaMi will mobilize the Migrant Resource Centers in 39 districts<sup>5</sup>, returnee volunteers, financial literacy facilitators to reach out to aspiring migrant workers.</li> <li>-SaMi will use print media, radio advertisements and social media platforms like Ujyaalo online and Facebook to inform prospective migrants about training opportunities all over Nepal.</li> <li>-SaMi will provide training information to NAFEA for wider reach and referral of the migrants in their contact.</li> </ul>
Training Enrollment	<ul style="list-style-type: none"> <li>-TMIs in presence of SaMi's monitoring officer will select the candidates for the training according to the training criteria. <b>Trainees must be passport holder or have payment voucher / receipt applied for the passport</b>, aged between 18-35 years, and meet the educational pre-requisite to be eligible for training.</li> <li>-Trainees will bear the transportation cost to participate in the training and back home after the training completion</li> </ul>	<ul style="list-style-type: none"> <li>-SaMi will refer the list of interested migrants to TMIs according to their training schedule &amp; occupation.</li> <li>-SaMi's monitoring officer will be involved in the trainee selection process</li> </ul>
Training Conduction	<ul style="list-style-type: none"> <li>-The entire training shall take place within the premises of the training center.</li> <li>-TMIs must have adequate facilities including separate workstations for each participant for the practical training, classrooms for theory, sufficient tools, equipment, materials related to the proposed occupation, hygienic residential facility with clean beds, kitchen/mess, toilets/bathrooms.</li> <li>-Trainings must be conducted for 30 days - 8 hours every day.</li> <li>-TMIs must have technically sound instructors as per the instructors' qualification detail given in the table below. Instructor to trainee ratio shall not exceed 1:10 and workplace strictly needs to follow occupational health &amp; safety guidelines. If a training course has 20 participants, one lead instructor and one assistant instructor must be assigned.</li> </ul>	<ul style="list-style-type: none"> <li>-SaMi will decide on the maximum number of occupations for which trainings to be conducted depending on the availability of the adequate infrastructure of the TMIs.</li> <li>-Number of trainees will be allotted based on the availability of the infrastructure and performance of TMIs.</li> <li>-If performance of the TMIs is not satisfactory, SaMi will have the right to reduce the number of trainee allocation or halt the training.</li> </ul>

<sup>5</sup> SaMi implementing districts:

Province 1	: Panchthar, Ilam, Sunsari, Khotang, Bhojpur, Morang, Udayapur, Jhapa
Province Madesh	: Rautahat, Bara, Parsa, Mahottari, Siraha, Saptari, Dhanusha, Sarlahi
Province Bagmati	: Makwanpur, Chitwan, Kavrepalanchowk, Sindhuli, Ramechhap, Sindhupalchowk, Nuwakot, Dhading
Province Gandaki	: Gorkha, Tanahun, Baglung, Kaski, Nawalparasi East, Syanja
Province Lumbini	: Kapilvastu, Rupandehi, Banke, Gulmi, Nawalparasi West, Dang, Rolpa
Province Karnali	: Salyan
Province Sudurpaschim	: Kailali



Activities to be performed	Role of TMIs	Role of SaMi
	<p>One of the instructors must be a returnee. Instructors must apply the curricula provided by SaMi.</p> <p>-A batch of training shall comprise a minimum of 5 participants to a maximum 20 participants.</p> <p>-TMIs must appoint experienced life/soft skills counselor to provide 3 days life skill and health sessions. Counselors to student ratio must not exceed 1:12.</p> <p>-TMIs must have a coordinator dedicated to SaMi trainings who will be responsible for timely reporting and database management. He/she will also coordinate the enrollment of participants, the planning of trainings, be responsible to verify and report on the quality of the training.</p> <p>-TMIs must be willing to invest in upgrading their physical facilities, tools and materials for providing quality training.</p>	
Foreign Employment Linkage	-TMIs must coordinate with RAs for foreign employment linkage and regularly assess the demand of jobs in the training related occupations.	-SaMi will coordinate with Nepal Association of Foreign Employment Agencies (NAFEA) for timely employment linkage.
Skill Certification	-TMIs will coordinate with assessors for internal skill test	-SaMi will refer the assessors for the internal skill test
Monitoring	-TMI management and coordinator must conduct regular monitoring to ensure adequate tools, equipment and materials are provided, quality training delivery of the instructors', ensure regularity, hygienic food and accommodation services.	-SaMi will ensure quality of training through regular monitoring and outcome-based financing.
Identification of new occupations in demand and development of curricula	-TMIs shall assess the new occupations in demand overseas and share with SaMi.	<p>-SaMi will work with RAs to identify occupations that are in-demand in CoDs.</p> <p>-SaMi will develop curricula/training manuals with the help of skilled returnee migrant workers, technical experts and available curricula from CoDs.</p>
Reporting and financial claims	<p>-TMIs must enter the training and trainees' data in SaMi's online database within 3.5 days of training start date.</p> <p>-TMIs must submit a training completion report after the completion of each training program, along with the necessary annexes and formats given by SaMi, including financial claims.</p>	-SaMi will ensure regular payment upon submission of the required documents by TMIs.

Activities to be performed	Role of TMIs	Role of SaMi
	-Skill test report just after the completion of skill test and employment details just after the employment of trainees in destination countries must be submitted.	

#### 4. Target and Target to be delivered

TMI will carry out vocational skills training in **Garment Machine Operator occupation** for potential migrant workers in close coordination with Client.

SN.	Activities	Target group	Target
1	In collaboration with the Client, select participants for the free-of-cost skills training	Potential migrants falling in the criteria of the SaMi target group	Regular
2	Provide free-of-cost residential training to poor men who have decided to go for foreign employment in Garment Machine Operator occupation.	Priority: Poor potential migrants from the client program districts  Second Priority: Potential migrants from other than the client program districts	Occupation: Garment Machine Operator  Target Number: 360
3	Facilitation skills testing and certification process of trainees by modality prescribed by the Client, of Garment Machine Operator occupation.	Trainees	Target Number: 360
4	Establish collaboration with reliable recruitment agencies and link trainees to foreign employment opportunities without any charge to the participants	Trained graduates	Approximately 60% of the trained graduates

- **Target Group:** All participants in the training are potential migrants, or returnees who migrated as labor previously and aspire to remigrate for employment. TMI shall seek to enroll the participants coming from the poor categories of the populations. Priority must be given to potential migrants from socially disadvantaged groups and SaMi program implementing districts.
- **Participant's origin:** Priority participants under this contract must be from the Client's program area. However, participants from other districts could also be incorporated into the training events if there are not enough numbers of participants from program area to meet the target under this contract.
- **Participant's age group:** All participants should be between 18-35<sup>6</sup> years of age and either already obtained the passport or applied for obtaining passport are eligible. **18 years should be considered as 18 years completed.**
- **Participant's travel cost to and from the training venue:** Travel cost of participants from their respective districts to the training venue and return shall be borne by the participants themselves.

**5. Deliverables:** Approximately 360 potential migrants will be trained in garment machine operator. The target may increase or decrease as per the budget availability.

<sup>6</sup> 18-35 for Garment Machine Operator.

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

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

### TPF-1: Occupation proposal form

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

Name of the Institution:

Training Venue address:

Registration No.:

Registration Date:

Authorized representative of the institution and contact details:

Email: .....

Contact no. ....

#### Proposed Training Information

S.N.	Proposed Occupation/s	Proposed Number of trainees	
		Women	Remarks
1.	Garment Machine Operator		

*Above proposals must be reflected in financial proposal*

#### Board of Directors of organization (please fill below table):

SN	Name	Designation	Contact no.	Responsibilities

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





Organogram of the organization (include position & names):

ii. **Technical details**

1. **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 such output. Please do not repeat/copy the ToR in here.

b. **Outreach and enrollment:** Please explain your strategy for advertising, motivation and enrolling trainees

c. **Linking Trainees to Foreign Employment:** Describe your strategy to link the trainees to foreign employment during and after the training (maximum 0.5 page) (describe how



you will identify the demand for workers, link the trainees with potential recruiters, facilitate interviews and on-the job testing). Please also provide evidence of collaboration with recruitment agencies.

**d. Opportunity, Challenges and Risks:** Where do you see opportunities, challenges and potential risks in this assignment and how do you plan to deal with them?

**TPF-2: 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, employment linkage, 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	Dec, 2022	Jan, 2023	Feb, 2023	Mar, 2023	Apr, 2023	May, 2023	Jun, 2023	15 Jul, 2023

*\*Add rows according to your requirement*



**TPF-3: Consultant's relevant experience proposal form**

**Experience in skills training provision: (Maximum 1 page – table included)**

Please detail your experience in vocational skills trainings in the following table:

**List out organization's relevant experiences of recent three years (recent first)**

Project Name	Year implemented	Occupations	Duration of Course (hours /month)	Curriculum used (CTEVT or other-give name)	Total trainees	Funding Agency	Remarks

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

**Annexes:**

1. Copies of contract Agreements and experience letter/ certificates from clients to support the work experience mentioned in the above table (minimum three years' work experience and latest maximum 3 evidence documents)



**TPF-4: Key Expert proposal form**

SUMMARY OF KEY EXPERTS – Lead instructor, assistant instructor and training coordinator information *(include only two instructors with relevant expertise for each event of 20 trainees)*. Number of instructors should justify your workplan.

*(Please mention the details of instructors (lead and assistant) and training coordinator against the proposed occupations and number. Also attach their CVs and relevant certificates as per format given below in next section)*

SN	Name of the Instructor	Skills training qualification (including occupation)	TOT Preferable (TITI or Occupation Related)	Training experience in related field only (yrs)	Work experience in related field (yrs) in - foreign employment	Other	Proposed position (Lead or Assistant)

SN	Name of the Coordinator	Academic Qualification	Relevant work experience (yrs)	Remarks



**Format of CV to be included as follows:**

**Description of the key experts (instructors and training coordinator) to be mobilized for the mandate** (Note: The CV of personnel should have annexes with relevant training certificates and work experience letters.)

**Curriculum Vitae (CV) for Proposed Personnel (Human Resource)**

Strictly use this structure to present the CV of the proposed experts (CVs are to be placed as annexes to the technical proposal). MAXIMUM LENGTH = 3 pages.

Please be selective in the information provided and highlight the information and experiences that are particularly relevant for the assignment. Avoid copy-pasting former job descriptions.

1. **Proposed Position of the key expert:** \_\_\_\_\_
2. **Name of Expert** [*Insert full name*]: \_\_\_\_\_
3. **Contact address:** \_\_\_\_\_ **Mobile (mandatory):** \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Citizenship:** \_\_\_\_\_ **Gender:** \_\_\_\_\_
5. **Education/Academic Qualification** [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]:  
\_\_\_\_\_
6. **Relevant Trainings** [*Indicate relevant training received. Indicate the name of the institute, name of the training, certification obtained and the dates of obtainment*]:  
\_\_\_\_\_
7. **Relevant Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_\_ to [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

Tasks Assigned: \_\_\_\_\_

**8. Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

- (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 bidders 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

**9. Annex: Certificates - Academic, Training, ToT and relevant Work Experience**



**TFP - 5: Infrastructure proposal form**

**DESCRIPTION OF AVAILABLE INFRASTRUCTURE**

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

- A. Available infrastructure:** please describe and detail the premises, workshop and working stations, major tools and equipment, hostel and canteen/mess and sanitation facilities, that are available for the provision of the proposed trainings and numbers. The occupation wise requirements are included in **Section 7**.

SN	Criteria	Physical Facilities and available Tools and Equipment	No. available for 20 participants	Status (on rent, owned or outsourcing)
<b>General infrastructure for all occupations</b>				
	Classroom	Description of classrooms (Number, area of each classroom, sitting arrangement, ventilation, fan, light, availability of teaching learning materials i.e. whiteboard, display of occupation related information, etc.) <i>[please write below]</i>		
	Hostel	No. of room, area of each room, no. of bed in each room, types of bed i.e., single or bunkbed, fan, mosquito protection, ventilation, light. <i>[please write below]</i>		
	Canteen	Description of kitchen and dining: area, ventilation light, sitting arrangement, safe drinking water, hand washing facilities. <i>[please write below]</i>		

	Sanitation facilities	No. of toilets and bathrooms (1:10 ratio) and urinal, hand washing facilities, availability of hand sanitizer chemical <i>[please write below]</i>		
	COVID related safety	As per ministry of health and population guidelines. <i>[please write below]</i>		
<b>Occupation wise infrastructure for practical</b>				
1.	Occupation 1	a. Mention the workshop area and working arrangement: <i>[please write below]</i>		
		b. Tools and equipment storage system: <i>[please write below]</i>		
		c. List of tools and equipment I. II. III.		
		d. List of PPE I. II. III. Add as per requirement		

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

Photos of existing infrastructures (classroom, workshop, hostel, canteen, tools and equipment (Photographs max 10)



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

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

### A. Details of Training Management Institution:

- 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 of the budget in line with the format proposed below / this format serves as a basis. It can be adapted to the specificities of the consultants' strategy and applied in an excel sheet). **Use below table for this occupation.**

SN	Description	Mention cost for one event with 20 participants	
		Proposed Occupation Name: .....	
		Cost in figure	Cost in words

1	<b>Training Cost</b>		
1.1	Tools and Equipment costs (e.g. machines, etc.) (Attention: only depreciation costs are covered)		
1.2	Remuneration of Key Experts		
1.2.1	Lead Instructor (100%)		
1.2.2	Assistant Instructor (100%)		
1.2.3	Training coordinator (Partial basis about 50%)		
1.3	Consumable training materials (hands out, stationary, occupational training materials for practical sessions etc. – lump sum)		



1.4	Physical infrastructure (Rental cost only) and facilities (electricity, water, communication, etc – lump sum)		
2	Food and accommodation		
3	Management Cost		
	<b>Total Cost (exclusive of VAT)</b>		
	<b>Cost per participant (exclusive VAT)</b>		

**Note:**

1. Proposed remuneration of instructors must be paid to concerned as per financial proposal.
2. Lifeskill/ health session and skill test cost will be provided by SaMi separately and need not include above.

**FPF-2: Summary of Financial proposal**

(Please provide the summary of the budget for the proposed occupations in line with the above detail budget table in the format below).

SN	Proposed Target number	Cost per trainee in figure (excl. VAT)	Cost per trainee in words	Total Cost in figure (excl. VAT)	Total Cost in words

(Add rows as required)



## Section-6: Format of Contract Agreement

### (a) Contract Agreement

# Format of Contract Agreement

**(Name of Consultant )** .....

(Herein after referred as TMI)

**(Address.....)**

Telephone: XXXX

Email: xxxx

**And**

**Safer Migration (SaMi) Program/Helvetas Nepal**

(Herein after referred as Client)

GPO Box 688, Dhobighat, Lalitpur, Nepal

Telephone: 977 1 5421063, 5437148

Email: sami@helvetas.org

Contract ID: XXXXXXXX

Contract period: XXXXXXXX to 15 July 2023

**For the implementation of Vocational Skill Training to the  
Potential Migrant Workers**

(Date:XXXXXX)

[27]

# Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on (Date..... ) between **SaMi/Helvetas Nepal** (hereinafter called the "Client") and **(TMIs Name.....)**. (hereinafter called the "TMI – Training Management Institute") for the implementation of vocational skills training for potential migrant workers in Kathmandu Valley for Garment Machine Operator (GMO) occupations. **The total contract amount is NPR XXXXX (In words, XXXXXXXX only)** excluding reimbursable cost and VAT.

## WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) General Conditions of Contract (GCC)
  - (b) Special Conditions of Contract (SCC)
  - (c) Payment Schedule
  - (d) Annexes:

Annex A:	Terms of Reference
Annex B:	Breakdown of Contract Price
Annex C:	Performance Guarantee
Annex D:	Minutes of Negotiation Meetings
Annex E:	Code of conduct (CoC) for contracted parties
Annex F:	COVID Prevention Guideline of GoN
Annex G:	TMI's performance appraisal Indicator
Annex H:	Other correspondence (Commitment/ contractual letters etc.)

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 and Annexes.

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

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

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

For and on behalf of SaMi/Helvetas Nepal  
XXXXXXX, Team Leader \_\_\_\_\_  
[Authorized Representative of the Client]

For and on behalf of (Name of TMI) . (Name and Designation) \_\_\_\_\_  
[Authorized Representative of the TMI]



## **A. General Conditions of Contract (GCC)**

### **I. GENERAL CONDITIONS**

1	Contracting parties: <b>SaMi/Helvetas Nepal</b> , hereinafter called “ <b>Client</b> ” and contractual body corporate i.e., ( <b>Name of TMI</b> ), hereinafter called “ <b>TMI</b> ” shall commit themselves to comply with the following conditions of General Conditions of Contract
2	The provisions of this GCC are supplement to the Agreement (Contract) and the provisions of GCC conflicting with the Agreement (Contract) shall be void to the extent of such conflicts.
3	Contractual parties shall be bound solely by conditions set down in writing. Until such time, either party may withdraw from negotiations without financial consequences. Each party shall meet the expenses it has itself incurred.
4	Client alone shall be entitled and responsible for issuing or amending instructions to and entering into any kind of commitment with the TMI, especially with regard to the contract duration and results.
5	The TMI shall, in principle, perform the assignment her/him/itself and shall not subcontract the assignment, partly or fully.
6	The TMI shall be personally liable for ensuring the faithful and quality performance of the tasks and duties entrusted to her/him/it. (S)He/It declares that (s)he/it is well experienced in the field of activities described in the contract. (S)He/It promises to execute the contract carefully, thoroughly and professionally as a specialist in the subject matter and to make optimum use of the financial and technical means available. (S)He/It declares that (s)he/it is aware of the law applicable in the country (countries) where the assignment is to be performed. The TMI takes no actions which might favor any third party.
7	The TMI shall clearly demonstrate that (s)he/it is working-for and on behalf of Client.
8	Part-time contribution of the TMI team is allowed. However, the TMI team members shall not perform other tasks or side-line occupations that would go against the objectives of the assignment performed for Client.
9	Client shall be entitled at any time to check or seek information about any part of the assignment. The right to check or seek information may be delegated by Client to third parties. Such rights in no way change the duty of the TMI to perform the assignment in accordance with the contract.
10	The TMI shall immediately inform Client by the best possible means and ways of any event which could have a negative influence on or endanger the performance of the assignment.
11	The TMI shall recruit the key experts proposed in the bid. Replacement of proposed personnel will not be allowed. However, in unavoidable circumstances, the TMI shall propose higher or equally competent personnel for replacement. The TMI shall seek the acceptance from Client, prior to replacement. In case, Client is not satisfied with the performances of the proposed personnel, it may ask the TMI to replace such personnel and the TMI shall abide to this request. In such a case, the new recruited personnel must have the competencies mentioned in the ToR and be accepted by Client.
12	SDC is a signatory of the Basic Operating Guidelines (BOGs). This commitment extends to all SDC funded projects in Nepal. The TMI will therefore abide by and participate in the promotion of these guidelines in its activities and communications. The TMI will also share information it has about any violations of the BOGs with Client. Such information can be shared anonymously and will be treated with utmost confidentiality. Adherence to and promotion of the BOGs is considered an integral part of project performance.
13	The contract shall be subject to Nepalese Law. The provisions of the specific contract shall take precedence over those of this GCC.

## II. TARGET TO BE DELIVERED

1	The TMI, 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. The target to deliver of proposed occupations shall be stated in SCC (B II)
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## III. SERVICES TO BE DELIVERED

a.	<p><b>Services to be delivered by the TMI</b> TMI complies with the training requirements provided by Client as well as occupational safety and health standards as prescribed by Client.</p>
	<p><b>i. Training Venue Requirements</b></p> <ul style="list-style-type: none"> <li>• The training premises (training hall and workshops for practical training) need to be big enough (as mentioned in the standard) to freely accommodate the allocated number of trainees and to ensure a good learning environment.</li> <li>• The training premises need to be well ventilated, provide enough natural and/or artificial lighting, protected from rain, wind, direct sunlight and external noise to ensure an appropriate learning environment.</li> <li>• Ensure individual workstation according to the requirement of the occupation and adequate tools, equipment and materials.</li> <li>• The TMI must ensure unrestricted access of the trainees to proper and clean sanitary systems (e.g. toilets and urinals).</li> </ul>
	<p><b>ii. Residential Services</b></p> <ul style="list-style-type: none"> <li>• Ensure that trainings are provided on a residential basis.</li> <li>• Ensure the minimum standards on food, accommodation, and hygiene. The training participants must be provided with adequate and hygienic food and drinking water.</li> <li>• The food package should include tea in morning, a lunch, tea &amp; snacks in the afternoon and a dinner in the evening.</li> <li>• Accommodation should be comfortable, hygienic (clean beds and rooms) with proper ventilation and adequate sanitation facilities (trainees to toilets/bathroom ratio – 10:1).</li> </ul>
	<p><b>iii. Training implementation</b></p> <ul style="list-style-type: none"> <li>• Prepares logistical arrangements for the training events.</li> <li>• Prepare quarterly work plans for the execution of the program/activities and get it approved by Client</li> <li>• Duration of the training is 30 days. TMI shall ensure that each trainee receives up to 8 hours training (7 hours of practical session and 1-hour theory) each day. Theory sessions should not be more than an hour a day.</li> <li>• Maximum number of participants per batch/event shall be 20. A training event must begin immediately (within a week) once there are a minimum of 5 participants. Additional participants can be included in the ongoing training within the 3 first days of the program and provide a “bridging” course to bring the newcomers up to the same level.</li> <li>• There must be at least 1 instructor for 12 participants. Groups above 12 participants need to accompany by at least 2 instructors. If there is need of 2 instructors, one of the instructors shall be a returnee migrant with experience working in the same sector/occupation while in foreign employment. Ensure training curricula/manual provided by SaMi in both theory and practical classrooms.</li> <li>• Make a list of the materials that are necessary for the work (both consumable and non-consumable) and display it in the classrooms so that the trainees are aware about them.</li> <li>• Before the training event starts, provide complete orientation to all trainees on the SaMi and training center rules, available facilities, safety measures, and precautions to be taken in case of calamities.</li> <li>• Maintain the hard copy of fully filled-up trainees' application forms along with supporting documents like copy of passport/receipt of passport application, citizenship, photograph, medical test report. TMI shall need to share with Client whenever required.</li> <li>• Mentors and counsels training participants during training.</li> <li>• Ensures that all the trainees appear and undergo the skills certification test successfully.</li> <li>• Arranges “Life skill &amp; Health” counseling sessions for all training events.</li> </ul>



	<ul style="list-style-type: none"> <li>• Ensures regular monitoring and quality (technical and management) control of the ongoing trainings. Develop minimum standard and a checklist to regularly monitor the quality of the training, food and accommodation facility.</li> <li>• Make effort to teach basic Hindi and English languages through different means particularly i.e. encouraging communication in Hindi with peers and instructors during training period.</li> <li>• Ensure good coordination with Client and program implementation partners at national and district levels</li> <li>• Support Client team or its representative on programme monitoring &amp; review as well as monitoring/review of financial documents/books of accounts.</li> </ul>
	<p><b>iv. Occupational Health and Safety</b></p> <ul style="list-style-type: none"> <li>• Ensure enough clean drinking water to the trainees during the whole training period.</li> <li>• Ensure that First Aid kits with sufficient basic medicines are in place before starting the training events and that they are accessible in case of emergency. <b>No expired medicines be kept in the First Aid kit.</b></li> <li>• <b>Ensure a minimum occupational health and safety standard</b> during the training period considering the risk involved in the respective occupations (e.g. use of apron/Hi-Viz jacket, mask, protective shields on machinery, gloves, goggles, ear plug, safety boot, etc.). It is up to the TMI to appropriately assess health and safety risks that may occur during training and to ensure appropriate prevention and/ or insurance coverage.</li> <li>• Exit points and assembly area in case of fire, earthquake or other (natural) calamities must be clearly marked and shown to all trainees.</li> <li>• Fire extinguisher must be available in the venue.</li> <li>• Ensure availability of Covid-19 related safety as per Ministry of Health and Population guideline.</li> </ul>
	<p><b>v. Employment Linkage</b></p> <ul style="list-style-type: none"> <li>• Ensure that trainees are well informed about foreign employment rules of the GoN.</li> <li>• Link graduates to gainful employment abroad and the world of work. In so doing, no graduate can be forced to join a particular company or recruitment agency.</li> <li>• Ensure trainees get the opportunity to face the interview/trade test for foreign employment after 15 days of training start. If the trainees do not get selected during the training, the TMI shall continue to follow-up and inform about the opportunities for the interview till six months unless the trainee shows lack of interest to go.</li> <li>• Foreign employment linkages must be purely voluntary wherein trainees are free to make decisions whether to appear in trade test or not; or to go for employment or not. The final choice of the recruitment agency and of the company shall be the one of the graduated trainees. TMI will link the graduate to foreign employment within 6 months of training completion and provide the event-wise employment report thereafter.</li> </ul>
	<p><b>vi. Data Entry and Reporting</b></p> <ul style="list-style-type: none"> <li>• Enter the detail of each training events in SaMi database within 3.5 days of training start date.</li> <li>• Submit event-wise training completion report according to the given format within 15 days of training completion along with claim and invoice.</li> <li>• Event-wise employment verification report to be submitted after 6 months of training completion. If the graduates are employed earlier, claim can be made earlier. The report shall contain <u>any two documents</u>: the contract agreement with the employer at the destination country, labour permit, visa, air ticket.</li> <li>• Execute any additional task requested by and mutually agreed with Client.</li> </ul>
	<p><b>vii. Human Resource Management</b></p> <ul style="list-style-type: none"> <li>• Maintain a copy of CVs and the contract of the instructors.</li> <li>• Provide name lists of the staff involved in Client program implementation.</li> <li>• Should there be any changes in the Director, Program Focal Person and Instructors for Client supported activities, TMI shall immediately inform Client. Incase of instructor, 15 days orientation required regarding whole training implementation process with old instructor before working independently.</li> </ul>



	<ul style="list-style-type: none"> <li>• Consult and take written approval with Client while arranging/hiring and managing staff for the purpose of this agreement.</li> <li>• Orient their staff about the program goals, objectives, expected outputs, budget and activities</li> <li>• Prevent sexual harassment at work, ensure conducive environment in which both men and women can work together without fear and intimidation.</li> </ul>
	<p><b>viii. Financial Management</b></p> <ul style="list-style-type: none"> <li>• Maintains books of accounts and necessary financial evidence as per standard financial norms</li> <li>• Carries out audits as per rules and regulations introduced by the Government of Nepal and shares the annual Financial Audit Report, of its overall income and expenditures, tax clearance certificate, organizational registration renewal certificate with Client.</li> <li>• Submit an audited report, tax clearance certificate, organizational registration renewal certificate issued by concerned authorities to continue the contracts with Client.</li> </ul>
<b>b.</b>	<b>Services to be delivered by Client</b>
	<p>Client will deliver following services:</p> <ul style="list-style-type: none"> <li>• Orientation on program concept, approaches, working modalities including technical and financial reporting.</li> <li>• Provide clear and comprehensive description of all services to be delivered by the TMI.</li> <li>• Provide the agreed resources as per the contractual budget for the effective implementation of Client program activities</li> <li>• Participate in the TMI activities for exchange, sharing and learning.</li> <li>• Ensure the monitoring of the graduates by directly contacting or by contacting his/her family member. This follow-up will be carried out by Client directly or by a third party assigned by Client.</li> <li>• Support to increase outreach of the training programs through public announcements and various PR activities if felt necessary</li> <li>• Provide training curricula/manual, monitoring guidelines before the training conduction.</li> <li>• Timely payment of approved financial claims of the TMI.</li> <li>• Support in developing understanding and clarity on Basic Operating Guidelines and other relevant policies applied by Client, mainly; the Work Force Diversity Policy, Gender Equality, Social Inclusion and Poverty Orientation Policy, Sexual Harassment and Mobbing Policy, Policy against Untouchability and Code of Conduct against Corruption, the SDC code of conduct for contractual partner.</li> <li>• Client reserves the <b>right to monitor minimum standards</b> at any time before and during the training process particularly the training delivery including adherence to the curricula, OP/OSS, tools, equipment and consumables, training environment, instructor's capacity, results of training by verifying the outputs (i.e. competency of the graduates and the skills test results) and outcomes (quality of the training, employment and income). If TMI is found not to comply partially or fully with the above minimum standards, Client will request the TMI to take corrective actions within a specified time period. If compliance is not met within a given time period, Client may immediately cancel the training event and/or in serious cases stop the collaboration.</li> <li>• Further, Client also reserves the <b>right to deploy third-party monitors</b> at any time during the contracting period besides regular monitoring to verify the inputs, outputs and outcomes reported to Client by TMI.</li> </ul>
<b>c.</b>	<b>CONTRACT REVIEW AND AMENDMENT</b>
	<p><b>Review</b></p> <ul style="list-style-type: none"> <li>• Client shall review the performance of the agreed activities and improvement done as per the agreed monitoring feedback in three months of signing of this contract.</li> <li>• There is no provision of automatic contract extension for next year, however there will be possibility in certain conditions<sup>7</sup> Contract extension for next year will be based on the availability of the program and on the satisfactory performance of TMI. If the TMI is unable</li> </ul>

<sup>7</sup> Availability of the program funds, expected performance against set criteria (Additional sheet is attached to measure performance), fulfilling the Code of Conduct and other related compliance, no pandemic and political turmoil and unavoidable circumstances.

	<p>to achieve 80% of the output (except for the unforeseen conditions), the contract shall not be renewed and bank guarantee will be forfeited.</p> <p><b>Amendments</b></p> <ul style="list-style-type: none"> <li>This contract can be amended at any time through mutual understanding with a written note signed by both parties. The modification/amendment will be an integral part of this agreement.</li> </ul>
d.	<p><b>CONFIDENTIALITY</b></p> <ul style="list-style-type: none"> <li>All documents relating to the program which are not publicly available (for instance through the website and Helvetas Nepal publications) or any other documents, information or data entrusted to or produced by the TMI in connection with the assignment <u>shall be confidential</u> and may neither be used by the TMI for her/his/its own personal purpose nor made accessible to third parties alien to the assignment without the consent of Client.</li> <li>Should Client allow the TMI in writing (upon the letter's request) to refer to the assignment for the purpose of advertising, canvassing, introduction or other promotional endeavors, the TMI shall undertake to mention Client in connection with such references and offer an accurate and true description of the task performed.</li> <li>The TMI shall require the written consent of Client before making any statements or comments about the assignment and its results through the mass media (press, radio, TV, films).</li> <li>These provisions set forth in this chapter shall remain valid even after the completion of the assignment.</li> </ul>
e.	<p><b>ACCOUNTING AND AUDITING</b></p> <ul style="list-style-type: none"> <li>Only the expenses that have been contractually agreed and can be substantiated by the TMI will be eligible for payment.</li> <li>All the financial transactions between Client and the TMI will be in Nepalese Currency.</li> <li>The final payment by Client shall be due when the final report is duly submitted and approved by and Client.</li> <li>Client reserves the rights to hold the payment partially or fully if the standard of outputs is not met, and if any discrepancy is noted between the information provided by TMI and that collected during the monitoring by Client or the monitoring resource organization/individual assigned by Client.</li> <li>The contractually agreed deadlines are firmly set. If the assignment is not completed on the set date and without proper justification, Client can withhold part of the payment or fortified the performance security according to the liquidated damage clause of special condition of contract.</li> </ul>
f.	<p><b>COMMON REGULATIONS</b></p> <ol style="list-style-type: none"> <li><b>Information</b> <ul style="list-style-type: none"> <li>Apart from the regular official reporting, Client and TMI considers important to keep regular contact for exchange, sharing information, discussing on the problems and sharing of ideas and experiences. In addition, an institutional interactive meeting will be held between Client and TMI if necessary, involving other key stakeholders (e.g. government) to discuss and formalize the learning from the program.</li> </ul> </li> <li><b>Evaluation of Client supported activities</b> <ul style="list-style-type: none"> <li>Client shall undertake any study, review meeting, participatory assessment and evaluation of the Client supported activities in consultation with TMI, as deemed necessary.</li> </ul> </li> <li><b>Copyright</b> <ul style="list-style-type: none"> <li>The content and copyright of any reports or other materials - graphic, software or otherwise – which needs to be produced/published by TMI under this agreement, will be discussed and agreed upon by both parties before printing/publishing.</li> </ul> </li> <li><b>Political Engagement</b></li> </ol>



	<ul style="list-style-type: none"> <li>• Staff supported by program are not involved in any political parties except as general members.</li> <li>• Board members are not holding any position in any structure of political parties.</li> <li>• Ensure that it will not do any activity in support of any political party as an institution.</li> <li>• Ensure that the fund and other resources provided by the program shall not be used in favor of or against any political party.</li> </ul> <p><b>5. Termination/suspension</b></p> <ul style="list-style-type: none"> <li>• In the event of unsatisfactory performance and/or a serious default by one of the contracting parties towards any commitment or obligation under this agreement, the other party may terminate this agreement with written notice in advance as described in SCC.</li> </ul>
g.	<p><b>Authorized Representative and focal person of contracting parties</b></p> <p>The representative and focal person on behalf of Client and consultant shall be as per SCC.</p>
h.	<p><b>Commencement of the services and end date of agreement:</b> As per the SCC</p>
i.	<p><b>Force Majeure</b></p> <p>If the performance of this Agreement by either party is hindered, prevented or frustrated by any reasons/event beyond the control of either party, there shall be liberty to either party to declare force majeure making the Agreement partially or fully void without any obligations to anything already executed. Act of God, pandemic situation, war, changes in GoN policies and any unforeseen situation are considered as force majeure.</p>





## ***B. Special Conditions of Contract (SCC)***

<b>GCC reference number</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>I (1)</b>	<p>Client: SaMi/Helvetas Nepal            Contact No.: 01 54 21 063, 5437148            E-mail: <a href="mailto:sami.np@helvetas.org">sami.np@helvetas.org</a></p> <p>Consultant:            Contact No.:            Email:</p>
<b>5</b>	Subcontracting is strictly prohibited under this contract, in case of realization, the contract will be terminated, and performance guarantee will be forfeited.
<b>III (f-5)</b>	The notice of termination shall be at least 30 days in advance.
<b>III (g)</b>	<p><b>For the Client:</b></p> <p>Authorized person:            Focal person for contract management:</p> <p><b>For the Consultant:</b></p> <p>Authorized Person:            Focal person for contract management:</p>
<b>III (h)</b>	<p>Commencement of the service will be done within one week of signing of agreement. It will be done only after preparing all the required feasibility and verification of monitoring officers of SaMi. Feasibility verification report with recommendations to start the services is mandatory for to commence the services.</p> <p>Expected date of commencement: December 2022            Expected date of completion: July 2023</p>
<b>III (iv)</b>	<p><b>Insurance Coverage against the risk</b></p> <p>TMI remains liable for the key experts, other human resources, physical facilities, tools and equipment of the training center as per GoN. Client will ensure the Group Personal Accidental (GPA) of the trainees. TMI will facilitate in document collection for GPA claim of the respective trainees in case of accident.</p>
<b>III (i)</b>	<b>Force Majeure: As mentioned in GCC</b>
<b>III ('e)</b>	<b>Liquidation damage:</b> The liquidation damage is 0.05% per participants. The Maximum number of liquidated damages is 10% of the sum stated in the agreement.
	<p><b>Payment Modality: Payment shall be made in two installments.</b></p> <p>a) First installment: Payment of 80% training cost, 100% food/accommodation and management cost shall be paid after the successful completion of training and skill test and on submission of evidence/report.</p>

	<b>b)</b> Second installment: Payment of 20% training cost shall be paid after the employment linkage of the trainees on submission of foreign employment evidence/report.
<b>Performance Guarantee</b>	Performance guarantee will be forfeited in following condition: <ul style="list-style-type: none"> <li>• TMI fails to start the training within 3 months of signing of the contract expect for the conditions mentioned GCC-III (i)</li> <li>• Under GCC-III (C) expect for the conditions mentioned in GCC-III (i)</li> <li>• Under GCC-5</li> </ul>
<b>Contract price</b>	NPR.....(In words,.....only) excluding VAT

## II. TARGET TO BE DELIVERED

TMI will carry out vocational skills training on **Garment Machine Operator (GMO) training** for potential migrant workers in close coordination with Client.

S.N	Activities	Target group	Target
1	In collaboration with Client, select participants for the free-of-cost skills training	Potential migrants falling in the criteria of the SaMi target group	Regular
2	Provide free-of-cost residential training to poor/very poor men who have decided to go for foreign employment in Garment Machine Operator occupation.	<p>First Priority: Poor/very poor potential migrants from SaMi program districts</p> <p>Second Priority: Potential migrants from other than SaMi program districts</p>	<b>Occupations:</b> Garment machine Operator Number: XX
3	Facilitation of skills testing and certification process of trainees by modality prescribed Client of GMO Occupation.	Trainees	Target Number: XX
4	Establish collaboration with reliable recruitment agencies and link trainees to foreign employment opportunities without any charge to the participants	Trained graduates	Approximately 60% of the trained graduates

- a. Target Group:** All participants in the training are potential migrants or returnees who migrated as labour previously and aspire to go to foreign employment. TMI shall seek to enroll the participants coming from the poorest categories of the populations. Priority must be given to potential migrants from socially disadvantaged groups and SaMi program implementation districts.

- b. Participant's origin:** Priority participants under this contract must be from the Client's program area. However, participants from other districts could be also incorporated into the training events if there are not enough numbers of participants from program area to meet the target under this contract.
- c. Participant's age group:** All participants should be between 18-3 years of age and either already obtained the passport or applied for obtaining passport are eligible. **18 years should be considered as 18 years completed.**
- d. Participant's travel cost to and from the training venue:** Travel cost of participants from their respective districts to the training venue and return shall be borne by the participants themselves.

### **C. Payment Schedule**

Payment will be made in following schedule

#### **1. Budget, disbursement procedure and invoicing**

##### **a. Budget**

For the implementation of activities mentioned ToR, Client will contribute **NPR XXXX (In words, XXXXXXXXXX only) excluding reimbursable cost and VAT.** The detail breakdown of the activity wise budget is attached as **Annex B** of this agreement.

##### **b. Disbursement Procedure**

The per participants cost budgeted @ NPR XXXXX (In words, XXXX only) for Industrial Garment Machine Operator occupation. Cost shall be paid in two installments as follows:

#### **I. Contract Price**

SN	Description	Per participant	Total Cost for 20 Participants
1	Training Cost Per participants	XXXX	XXXX
2	Food & Accommodation Per Participant (30 days)	XXXX	XXXX
3	Management Cost Per participant	XXXX	XXXX
	<b>Total</b>		

#### **II. Reimbursable Cost**

SN	Description	Rate Per event	Total Cost for 20 Trainees
1	Counsellor Cost Per events of 20 trainees (12 Trainees one counsellor and more than 12 trainees 2 counsellors)		
2	Assessor cost for internal skill test per event of 20 trainees (12 Trainees one assessor and more than 12 trainees 2 assessors)		
	<b>Total</b>		



**First Installment:** Paid only of those participants as of below who have successfully completed the training and skill test financed by Client.

SN	Description	Total Cost	% Payable	Amount Payable
<b>I. Contract Price</b>				
1	Training Cost		80	
2	Food & Accommodation (30 days)		100	
3	Management Cost		100	
<b>Total</b>				
<b>II. Reimbursable cost</b>				
1	Counsellor Cost (12 Trainees one counsellor and more than 12 trainees 2 counsellors) Per event		100	
2	Assessor cost for internal skill test per event of 20 trainees (12 Trainees one assessor and more than 12 trainees 2 assessors)		100	

**\*Counseling cost** per event (3 days) for all occupations with 12 participants – NPR 9,000 (one counsellor); For more than 12 participants – NPR 18,000 (two counselors) will be paid 100%.

**\*Assessor cost** for the skill test facilitated by the Client, per event (1 day) with 12 participants – NPR 3,500 (one assessor); For more than 12 participants – NPR 7,000 (two assessors) will be paid 100%.

**Second Installment:** Paid only of those skills training graduates who are placed at foreign employment within 8 months after completion of the training. For those trainees who are not employed until 15 July, 2023, shall be paid within 6 months (i.e. up-to 15 January, 2024) of the next fiscal year i.e. 2023/24 upon receiving the employment report, only if the program will be extended. In case, program will be closed on 15 July 2023, second installment will not be paid. TMI will verify their employment and income status and submit employment verification report (two documents - Labour permit/visa/air ticket/ contract agreement) with the payment request as following.

SN	Description		Total Cost	% Payable	Amount Payable
1	Contract Price	Training Cost		20	
<b>Total</b>					

#### c. Invoice

The payments shall be made after the submission of the invoice and other relevant documents and its verification by Client.

VAT invoice is mandatory. Taxes on payments to TMI will be deducted as per prevailing tax regulation of Government of Nepal.

## 2. Conditions for Payment

TMI shall submit training completion report (Start date, end date, list of trainees/trainers, attendance, skill test report, relevant photos, certificates etc.) within 15 days of training completion along with valid tax invoice.

Employment verification report to be submitted by 8 months of training completion. The employment verification report shall contain any two documents: the contract agreement with the employer at the destination country, labour permit, visa, air ticket, claim and invoice.

## 3. Other Conditions for Payment/Non-Payment

- i. **Employed in Domestic Market:** TMI is encouraged to link the graduates for on-the-job training in the domestic market prior to going abroad. However, TMI shall not be eligible to claim final installment.
- ii. **Payment of Second Installment :** After the completion of training, the trainees who decide not to go for foreign employment even after receiving visa The TMI shall be eligible for claiming 20% of training cost. However, for such claims the copy of visa/labour permit must be submitted with the claims.
- iii. **Payment of trainees from MRCs:** In relation to the trainees from SaMi program districts coming for skills training holding receipt of passport application only, SaMi will release the final installment of 20% training cost after 6 months of completion of training if the trainees do not come in contact with the TMI to apply for foreign employment. In such case, a letter stating the trainees' inaccessibility is required from MRC.
- iv. **Trainees not employed:** If the trainees are not employed until 8 months except to certain conditions mentioned above, those will be considered as dropouts. In case of such dropouts, Client will not pay the final installment.
- v. **Client's certification test:** Trainees who fail in the Client's certification test shall be considered as drop out and no payment shall be made by the Client for such trainees. However, TMI shall train them again and make them appear in another skill certification test. If the trainees succeed to get certificates, then training, food & accommodation and management cost of such trainees shall be paid by the Client.
- vi. **Incomplete training payment:**  
**First installment payment:** If the training needs to be stopped in between due to unforeseen situation, payment (80% training cost, 100% food/accommodation cost and management cost) for the number of days training conducted shall be made.  
**Second installment payment:** If the trainees could not complete the training due to unforeseen situation but got employed overseas, second installment payment for employed trainees (20% of the training cost for the number of days training conducted) shall be made to only those who completed 21 days training.



**Section-7: List of basic tools and equipment**

As per attached (annex -1)



List of loots and  
equipment\_GMO.pc

**Section-8: Forms and formats templates** (in organization's letter head)

**(i) Authorization letter to represent the company for this RFP**

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I, the undersigned, in my capacity of (position in Firm for e.g. Executive Director) .....  
..... of (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  
company 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

Name:

Designation:

Contact no.:

Seal:

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

Name:

Designation: Email:

Contact no.:

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





(in organization's letter head)

**(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**

---

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:

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**(iii) Performance Security**

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Bank's letter head

Date: [insert date]

Beneficiary: **SaMi/Helvetas Nepal**  
Dhobighat-3, Lalitpur

Date: .....

Performance Guarantee No.:

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

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

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

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

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



## 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 organisation for development and humanitarian response. We strive to empower people, so they can determine the course of their lives in dignity and security, using environmental resources in a sustainable manner. Our work is guided by the following values<sup>8</sup>:

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

The organisational values are the basis for the attitude, behaviour 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 behaviour that HELNETAS expects from consultants, services providers of goods and services, implementation partners, system partners and assisted organisations – 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 sensitisation, supervision and training of concerned persons.

### The Components of the Code of Conduct

#### **Loyalty and confidentiality and civic duty**

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

<sup>8</sup> Organisational Strategy HELNETAS Swiss intercooperation



	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.
<b>Use of competences, means and assets</b>	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.
<b>Culturally sensitive behaviour</b>	Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behaviour 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, behaviour and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behaviour, insulting or accusing statements, or spreading rumours.
<b>Inter-personal relations and professional conduct</b>	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.
<b>Protection of children and youth</b>	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. <sup>9</sup>
<b>Mobbing and sexual harassment</b>	Contracted parties, their employees and subcontractors abstain from mobbing <sup>10</sup> , sexual or sexist harassment <sup>11</sup> of colleagues, partners or any other person.
<b>Conflict of Interest and duty of disclosure</b>	Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organisational or personal interests. Therefore, they must make own interests transparent and avoid any behaviour which could be perceived as biased in favour own interests.

<sup>9</sup> <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

<sup>10</sup> **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

<sup>11</sup> **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.

**Fraud and corruption and accepting gifts or other benefits**

Contracted parties, their employees and subcontractors are 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 favours that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement.

Contracted parties must inform HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.

**Safety, Security & Health**

Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation.

Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.

**Environmental and Social Safeguarding**

Contracted parties, their employees and subcontractors are expected to wherever possible support a precautionary approach to environmental matters and undertake efforts to safeguard natural resources.

Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability.

Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.

**Public appearances and use of non-public information**

Contracted parties handle all information received in relation with the contract with the necessary discretion, never using it to the detriment of HELVETAS or beneficiaries including after termination of the contract.

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

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

They must refrain from making accusations, provocative statements or spreading rumours. 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:





**Trade: Garment Machine Operator  
(Individual practice)**

संख्या	आधारभूत आवश्यक औजार र उपकरणहरू (Basic required tools and equipment )	परिमाण २० जना सहभागिहरूको लागि (Qty for 20 participants)	कैफियत (Remarks)
१	वर्कसप पि.सि.सि (Workshop with PCC )	१	Minimum standard 70 square meter
२	इलेक्ट्रीशियन आयरन (Electrician Iron )	२ वटा	
३	आयरन टेबल (Iron Table )	२ वटा	
४	कटिङ्ग टेबल (Cutting Table)	१ वटा	40 sq.ft (10*4 ft)
५	५ थ्रेड ओभरलक मेसिन (5 Thread Overlock)	२ वटा	
६	४ थ्रेड ओभरलक मेसिन (4 Thread Overlock)	३ वटा	
७	सिङ्गल निडल जुकी मेसिन (Single Needle Juki Machine)	२० वटा	
७	डबल निडल जुकी मेसिन (Double Needle Juki Machine )	१ वटा	
८	५ थ्रेड फ्ल्याट लक मशीन (5 Thread Flat Lock Machine)	२ वटा	
९	सिजर्स बिग (Scissors Big)	२ वटा	
१०	बबिन (Bobbin)	६० वटा	
११	बबिन केस (Bobbin Case)	२२ वटा	
१२	निडल अफ डिफरेन्ट साइज/टाइप (Needle of different size/types )	३ बट्टा	Single Needle DB×1, Overlock DC×1, Flat lock TV × 43 (as per the requirement of the feed dog) (१ बट्टा = १० प्याकेट)
१३	रुलर (Ruler)/ १२ इन्च स्केल	२ वटा	
१४	थ्रेड कटर (Thread Cutter )	२५ वटा	
१५	पेन्चिस (pliers)	१ वटा	
१६	स्क्रु ड्राइभर (Screw driver)	२० वटा	
<b>व्यक्तिगत सुरक्षात्मक उपकरणहरू (Personal Protective Equipment)</b>			
१७	एप्रोन (Apron)	२० वटा	
१८	हेड क्याप (Head Cap )	२० वटा	
१९	मास्क (Mask)	२० वटा	