



Request for Proposal

for the procurement of consulting services

**International Certification of Construction Industry
Scaffolders Record Scheme (CISRS)
for
Potential Migrant Workers**

Contract No: SaMi/.....

Issued by:

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

January 2023



Table of content

Section-1:	Letter of Invitation	1
Section-2:	Instructions to Consultants (ITC) and Data Sheet	2
Section-3:	Terms of References (ToR)	9
Section-4:	Technical Proposal Form (TPF)	14
Section-5:	Financial Proposal Form (FPF)	21
Section-6:	Format of Contract Agreement	22
Section-7:	Forms and formats templates	33

Section-1: Letter of Invitation

INVITATION FOR PROPOSAL

FOR THE SELECTION OF ASSESSMENT CENTERS TO CONDUCT INTERNATIONAL SKILLS CERTIFICATION FOR POTENTIAL MIGRANT WORKERS IN SCAFFOLDING OCCUPATION

Date of first publication: 4 January 2023

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 certified **Assessment Centers (AC)** to conduct **"Construction Industry Scaffolders Record Scheme (CISRS)" skills assessment and certification 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 organization/firms must fulfil the minimum requirements listed in RFP.
3. Proposal must be submitted latest by **19 January 2023 before 5 PM to SaMi / Helvetas Nepal office.**
4. **Pre-proposal meeting (Virtual) will be held on 11 January 2023 at 2 PM. Interested consultants should confirm their participation at sami.np@helvetas.org to obtain the virtual meeting ID latest by 10 January 2023 before 5 PM.**

Acceptance or rejection of proposal 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

Lalitpur-3, Dhobighat, Lalitpur

G.P.O. Box - 688, Kathmandu, Nepal

Telephone: +977-1-54 21 063, 54 37 148

Email: sami.np@helvetas.org



Section-2: Instructions to Consultants (ITC) and Data Sheet

2.1 General Provision

2.1.1 Definitions	<ul style="list-style-type: none"> (a). "Applicable Guidelines" means the policies, guidelines, manuals of the client governing the selection and Contract award process/decision. (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. (c). "Client" means the SaMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant. (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. (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. (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. (g). "Day" means a calendar day. (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. (i). "ITC" (this is Section 2 of the RFP) means the Instructions to Consultants that provides the interested and eligible Consultants with all information needed to prepare their Proposals. (j). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. (k). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants. (l). "Services" means the work to be performed by the Consultant pursuant to the Contract. (m). "ToRs" (this is Section 3 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2.1.2 Introduction	The Client named in the Data Sheet intends to select Consultant from eligible and interested firms/ Assessment Center (AC).
2.1.3 Conflict of Interest	The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

	<p>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"> If board member of the consultant is engaging in more than one bidder/proposer under for this selection process. If board member of the consultant is currently punished as criminal by law of Nepal. If consultant has close business or family relationship with a professional staff of the client.
2.1.4 Eligibility criteria	<ol style="list-style-type: none"> <p>Consultants have to mandatorily submit the following documents in same order with the proposal:</p> <ol style="list-style-type: none"> Authorization letter to represent the company for this RFP (<i>Format given in Section 7</i>) Registration Certificate and renewal if applicable VAT Certificate Valid CISRS accreditation certificate till 15 July 2023 Tax clearance certificate of FY. 2078/79 or previous certificate and time extension letter. Audit Report of 2076/077, 2077/78 Letter of self-declaration by board of directors of non-involvement in proven corruption cases and neutrality from the political parties/affiliation (<i>Format given in Section 7</i>) <p><i>Failure to submit the mandatory documents listed above shall be disqualified.</i></p> Consultant must not be blacklist by Government of Nepal while signing the formal contract.

2.2 Preparation of proposal

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

	(b) Proposal amount shall be quoted in Nepalese Rupees and payment shall be made in Nepalese Rupees.
2.2.4 Proposal comprises	The proposal should comprise the documents, forms, certificates listed in the Data Sheet .
2.2.5 One proposal per consultant	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.
2.2.6 Validity of proposal	Proposal shall remain valid for a period of 120 days after opening of the proposals
2.2.7 Clarification and RFP amendment	Consultants will obtain clarification about RFP Document by emailing to sami.np@helvetas.org latest by 13 January 2023 by 3 PM. A composite queries and responses will be published on 16 January 2023 in Helvetas website where notice was published.
2.2.8 Pre-proposal conference	Pre-proposal conference will be conducted on the date, time and venue as specified in Data sheet .

2.3 Submission, Opening and Evaluation

2.3.1 Signing, Sealing, marking and submission of the proposal	<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 envelope. Marked clearly both envelopes as "Technical" and "Financial". Both technical and financial envelops should be packed in a single envelop with their contact details.</p> <p>(d) The consultant should submit the hard copy proposal to the client's address outlined in the Data sheet.</p>
2.3.2 Confidentiality	<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>
2.3.3 Opening of proposal	The proposal shall be opened in the presence of consultant who choose to attend at the place, data and time outlined in the Data sheet .
2.3.4 Evaluation of technical proposal	<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>
2.3.5 Opening of Financial Proposal	Financial proposals of only those Consultants, whose technical proposal passes the minimum score, shall be opened.
2.3.6 Evaluation of Financial Proposal	Financial proposal open according to above is evaluation as below "2.3.10 Financial evaluation criteria".

2.3.7 Evaluation method	(a) Proposal shall be evaluated according to method specified in Data Sheet . (b) Successfully verified infrastructure proposal shall be integral part of award decision.
2.3.8 Modification of proposal	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 assessment venues and Key Expert.

S.N.	Technical Evaluation Criteria	Technical Requirement	
1.	Assessor (individual expert) must have valid L2 CISRS certificate	Yes	No
2.	Assessor (individual expert) must have 2 year of work experience as an assessor	Yes	No
3.	Minimum average 200 certification in CISRS L1 in last two years, proof documents from CISRS	Yes	No
4.	Proof of infrastructure (Photos) to achieve the target	Yes	No

Key Expert's qualification requirement details

Key Expert	Technical Qualification Required	Years of experience in CISRS assessment
Assessor/s	Valid CISRS Assessor Certificate	2 year or above
<p><i>(The proposed key experts shall be present during the activity implementation. If by unavoidable circumstances the mentioned key experts could not be present, the substitute expert should be equivalent to previous 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 and performance bank guarantee shall also be forfeited.</i></p> <p><i>If key experts' CV is submitted by more than one proposer, the client will verify with the key experts. Proposer who submitted the CV without the consent of the key experts will be disqualified in the particular occupation.)</i></p>		

2.3.9 Physical Infrastructure Evaluation: Infrastructure proposal evaluation is the verification of physical existence in accordance with the proposal submitted by consultant to achieve target proposal.

2.3.10 Financial evaluation criteria - Resources required to implement the Program:

- **Budget:** Please make a budget proposal displaying the needed financial resources to execute the said Program. Kindly note that the proposed budget will be the deciding factor to select consultant for service delivery, as service will be purchased based on the LCBS. The budget shall be submitted using the template budget sheet.

- **Timeline:** As stated above, please present a budget proposal, covering the following period: Mid of February to June 2023. Please be specific with every planned activity and provide the cost estimation of every activity as detailed as possible.

2.4 Negotiation and Award

2.4.1. Negotiations	<p>The negotiations will be held at the date and address proposed by client with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 3 days.</p>
2.4.2 Availability of Key Experts	<p>The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 2.3.9 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>
2.4.3 Technical negotiations	<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>
2.4.4 Financial negotiations	<p>Total cost negotiations will take place to confirm its cost vs quality factors.</p>
2.4.5 Award of Contract	<p>Pursuant to clauses of the ITC and complying all the eligibility criteria; the least price in financial proposal will be awarded</p>
2.4.6 Performance guarantee	<p>The consultant shall furnish the performance guarantee while signing the contract. The performance guarantee shall be as per Data sheet.</p>
2.4.7 Price adjustment	<p>Price adjustment will be applicable as described in Data sheet.</p>
2.4.8 Contract duration	<p>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.</p>

2.5 Data Sheet

A. General	
ITC ref#	
2.1.2	Name of the Client: SaMi/ Helvetas Nepal
	<p>A pre-proposal meeting will take place on the following:</p> <p>Date : 11 January 2023</p> <p>Time : 2 PM</p> <p>Venue : Online (Virtually through Microsoft teams)</p> <p>Note : Interested consultants should confirm their participation at sami.np@helvetas.org to obtain the virtual meeting ID latest by 10 January 2023 before 5 PM</p>
B. Preparation of Proposals	
2.2.4	<p>The Proposal shall comprise the following:</p> <p>1st Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TPF-1 (3) TPF-2 (4) TPF-3 (5) TPF-4 (6) TPF-5 (7) TPF-6 <p>2nd Envelope with the Financial Proposal:</p> <ul style="list-style-type: none"> (1) FPF-1
2.2.6	Proposals must remain valid for <i>120 days</i> calendar days after the proposal submission deadline.
2.2.7	<p>Clarifications may be requested no later than 13 January 2023 latest by 3 PM</p> <p>The contact information for requesting clarifications is:</p> <p>E-mail: sami.np@helvetas.org</p>
C. Submission, Opening and Evaluation	
2.3.1	<p>The Consultant must submit:</p> <ul style="list-style-type: none"> (a) Technical Proposal: two (2) original - (1) and copy - (1) (b) Financial Proposal: one (1) original.
2.3.1	<p>Hard copies of Sealed proposals must be received at the address below no later than:</p> <p>Date : 19 January 2023</p> <p>Time : on or before 5 PM</p>

	<p>Venue : SaMi/Helvetas Nepal Lalitpur – 3, Dhobighat Telephone: +977-1-54 21 063, 54 37 148</p>
2.3.3	<p>Opening of technical and financial proposal will take place on the following:</p> <p>Date : 20 January 2023 Time : 2 PM Venue : SaMi/Helvetas Nepal Lalitpur – 3, Dhobighat, Lalitpur Telephone: +977-1-54 21 063, 54 37 148</p>
2.3.4	An online option of the opening of the Proposals is offered: No
2.3.7	Technical and financial proposal shall be evaluated according to the LCBS method.
2.3.8	Modification of proposal is as follows: Once proposal is submitted there will be no modification and withdrawal.
	D. Negotiations and Award
2.4.1	Expected date and address for contract negotiations: Consultant will be informed by the Client if required
2.4.6	<p>Performance guarantee shall be in the following:</p> <ul style="list-style-type: none"> The consultant should furnish the performance guarantee in a form of bank guarantee from A-class commercial bank approved by Nepal Rastra Bank at the time of contract signing. The amount of performance guarantee is 5% of the total contract price (<i>Format given in Section 7</i>)
2.4.7	Price adjustment provision including remuneration: Not applicable
2.4.8	Contract period: From the formal contract signing date to 15 July 2023

Section-3: Terms of References (ToR)

TERMS OF REFERENCE (TOR) FOR PAYMENT VOUCHER BASED INTERNATIONAL SKILLS CERTIFICATION TO Potential Migrant Workers

1. Background

The Safer Migration (SaMi) Program

The 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). Its goal is 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, 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, justice, vocational skills, financial literacy and psychosocial counselling for migrant workers and their families.

Effort in Skilling of Potential Migrant Workers

SaMi's vocational skilling component aims to impart vocational skills 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 as general laborer, giving them a better chance of career progression¹.

To address the gap in occupational competencies between existing national curricula prepared by Council of Technical Education and Vocational Training (CTEVT) and competencies required in the destination labour market, SaMi had developed 13 curricula in 2016/17. Additionally, SaMi has technically assisted Foreign Employment Board (FEB) in developing curricula in 5 more occupations through CTEVT in 2020/21. All 18 curricula have been endorsed by CTEVT. SaMi had also collaborated with Snahe Training Institute in UAE to provide Training of Trainers to mason and shuttering carpentry instructors.

Skills Assessment of the Trainees

Skills assessment and recognition of skills certification is important when it comes to a career pathway. Skills assessment of graduates is conducted through National Skill Testing Board (NSTB), a semi-autonomous vocational skill certification authority under CTEVT, in selected occupations where competencies required in destination countries is aligned with Nepal's National Occupational Skill Standard (NOSS).

However, NSTB awarded skill certificate is not recognized by employers in the destination. Consequently, remuneration would not be reflected as skills premium leading to lower wages and placement in low-skilled job resulting demotivation and deskilling.

¹ 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.

Hence, it has become imperative to address the skills assessment and recognition of certification of the migrant workers by introducing international skills assessment and certification as a short-term strategy to fulfil the gap until mutual skill certificate recognition between labour sending and labour receiving countries can be institutionalized.

SaMi has conducted CISRS certification for 200 migrant workers in FY 21/22 as a pilot project. On the basis of short learning, it is found that the trade is highly demandable by migrant workers and employers as well. However, the income verification study is still remaining to identify the exact income and benefits differences.

Interest of the Nepali Labor Migrants

Many Nepali labour migrants especially from the hills with primary/secondary education prefer to go in scaffolding occupation. Scaffolding is the only occupation in which even the illiterate worker with little command in language can work as a scaffolder as it is done in a group (mostly with same nationals) with a supervisor guiding them. Also, this occupation fetches more wages than other occupations if goes as unskilled or semi-skilled worker. Internationally certified Nepali scaffolders are much in demand in the GCC oil and gas sector since Nepalis are diligent and are not afraid to perform difficult work.

On the other hand, with the increase in the destination labour market demand for the workers in the hospitality sector, those with some levels of education are interested to work this sector since the work is done inside the building and much easier than construction work. For hospitality work, the employers prefer the workers with low/semi-skilled workers having a recognized vocational skill certification.

Recognition of International Certifications in Destination Countries

With change in time, the destination for labour migration of the Nepali workers is also changing. Based on the Countries of Destination (especially GCC, Malaysia and other foreign countries) labour market, an international certification "Construction Industry Scaffolders Record Scheme (CISRS)" has been identified to help Nepali migrants earn better than those without it.

CISRS has been the recognized qualification for the scaffolding sector for over 40 years in the GCC oil and gas sector. CISRS is now being made available worldwide via the CISRS Overseas Scaffolder Training Scheme (OSTS). Courses range from Level 1 (L1) for new entrant to Level 4 for Advanced scaffolders. SaMi intends to provide L1 course which comprises of 5 days orientation with assessment.

2. Scope, and implementation modality

Overview

In order to increase economic benefits from labour migration for Nepali migrant workers and their families, SaMi want to encourage migrant workers to have their skills assessed and certified through an internationally accredited assessment center. To this end, SaMi will partially cover the cost.

The international skills assessment and certification for Migrant Workers interested in the scaffolding occupation would be through CISRS (Level 1).

The target for this initiative is approximately **200 potential migrants from all over Nepal** in the FY 2022/23.

Payment Modality

SaMi will employ an innovative outcome-based financing model for payment as detailed below.

- Assessment Centers (AC) will receive the payments for only those candidates that successfully pass the orientation and are certified.
- Candidates who pass the assessment and receive the certification are required to pay NPR 20,000 of the orientation and assessment cost. **Candidates who do not pass, do not pay the AC.**
- For woman or Dalit candidates, SaMi will subsidize further 25% of the MW's contribution amount. For example, if non-dalit Men is required to pay full contribution i.e. NRs.20,000, whereas Women or a Dalit candidate would only need to contribute NRs.15,000 and remaining NRs.5,000 will be contributed by SaMi.
- The remaining cost would be covered by SaMi through a payment voucher at the bidder's bid rate. SaMi will only pay when a person is certified. The bid rate should cover the AC's cost for

successfully completing the assessment including pre-assessments, orientation, selection, testing, certification, food and accommodation, etc.

- SaMi would pay additional NRs.1500 for every Woman or Dalit who pass the assessment.
- The table below illustrates the above bullet points in a tabular format.

Description	Rate	To be filled by
Bid Rate (A)	NRs.	To be filled by bidder
Contribution by MW (B)	NRs 20,000	
Total assessment Cost (A+B)	NRs.	To be filled by bidder

**** All the above-mentioned amount is exclusive VAT.**

Implementation Modality

Stages	Activities
Procurement	SaMi and selected ACs sign an agreement for the conduction international assessment for scaffolding occupation highlighting each parties' roles and responsibilities.
Outreach to Potential Applicants	<p>SaMi will disseminate information about the orientation and certification opportunity through Migrant Resource Centers (MRCs) and mass/social media.</p> <p>Similarly, AC is expected to disseminate information on subsidized international certification to the prospective migrants through its networks and channels.</p>
Trainee Selection and Orientation	<p>SaMi will aggregate list of interested participants from MRC, and send it to AC.</p> <p>AC will orient the interested participants on the participant eligibility criteria, payment modality and assessment procedure.</p> <p>AC will conduct pre-assessment of trainees through telephone interview or in-person interactions and finalize a list of trainees for each batch.</p>
Assessors' Qualification	CISRS Certified; Experience minimum two year
Eligibility Criteria of the Trainees	<p>Scaffolding: In addition to fulfilling all curriculum pre-requirements of CISRS (level 1), a candidate must have a Nepalese passport; age between 21 and 40 years; medically fit, with at least six months scaffolding experience in Nepal or abroad.</p> <p>Trainees shall bear the to and fro transportation cost to participate in the assessment as well as have an intention to migrate abroad for employment.</p> <p>The cost for conducting pre-medical check-up (Blood test, Urine test, Chest X-Ray) to ensure medical fit will have to be borne by the trainees themselves.</p>
Trainee Enrollment	<p>Candidates selected by the AC will be asked to submit an application form. AC is expected to facilitate the process. Once the application forms are submitted, payment vouchers to enroll in the orientations will be provided to the candidates.</p> <p>AC need to enroll the participants referred to by MRCs on preferential basis.</p>

Assessment and Certification	Accredited centers shall prepare (orient) the participants and conduct assessment. Certificate shall be provided to those who pass the assessment timely.
Payment	<p>Once a participant is enrolled, AC shall provide the payment voucher to the participant.</p> <p>Participants who pass the assessment shall pay their part of amount specified in the payment voucher when they collect the certificate.</p> <p>AC then submit a report to SaMi along with the copy of the payment voucher and copy of the successful participants' certificate. Based on the report and supporting documents, SaMi will release the amount to AC for successful participants only.</p> <p><i>Note: The amount the participants pay and SaMi contribution will be as described in the payment modality above and will be clearly mentioned in the payment voucher as well. Participants who fail the assessment are not required to pay any amount and ACs cannot charge for the same.</i></p>
Employment Linkage	Employment linkage to be facilitated by coordinating with ethical RAs by the ACs wherever possible. Participants shall be invited for interviews whenever positions are advertised.
Monitoring	SaMi will visit the AC multiple times to monitor the progress. However, CISRS will assure quality control of the assessment processes.

3. Roles and Responsibilities of SaMi and AC

Stages	SaMi	Assessment Center
Outreach	<p>SaMi shall disseminate information from 39 Migrant Resource Centers (MRCs) and 18 Sub-MRCs in 39 districts as well as 200+ returnee volunteers and several recruitment agencies to reach out to aspiring migrant workers all over Nepal.</p> <p>SaMi shall use print, radio advertisements and social media platforms like Ujyaalo online and facebook to inform prospective migrants about the international certification opportunities.</p>	AC shall disseminate information on subsidized international certification to the prospective migrants through their network.
Trainee Enrollment	<p>SaMi shall send the list of interested eligible candidates to the selected ACs.</p> <p>SaMi shall be present during the participant selection process whenever possible</p>	<p>ACs shall orient the candidates on the participant eligibility criteria, payment modality and assessment procedure.</p> <p>AC shall take pre-assessment of interested eligible candidates to minimize the dropout/failure percentage.</p> <p>AC shall enter the participant's detail information in SaMi database.</p>
Assessment and Certification	SaMi shall be present during the assessment	AC shall prepare the participants and conduct L1 assessment. Certificate shall be provided to those who pass the assessment on a timely manner.
Payment Mechanism	Based on the report and supporting documents, SaMi will release the	For those participants who pass the assessment, AC shall collect the

	<p>amount to AC within 15 days of receiving the claim with required report and certificates.</p> <p>SaMi shall not pay for those participants who fail the assessment.</p>	<p>participant's contribution amount (as specified in the payment voucher) while handing over the certificate.</p> <p>AC submit a report to SaMi along with the copy of the payment voucher and copy of the successful participants' certificate. Based on the report and supporting documents, SaMi will release the amount to AC.</p> <p>If the participants fail in the assessment, AC shall not charge any amount to the participants.</p>
Employment Linkage	SaMi shall also make an effort to explore the demand with the RAs	Employment linkage to be facilitated by coordinating with ethical RAs by the accredited centers wherever possible. Participants shall be invited for interviews when positions are advertised. AC shall update the employed trainees' details in SaMi database.
Monitoring	SaMi shall conduct regular monitoring to ensure the quality and availability of tools/equipment for the assessment.	AC shall monitor quality of assessment and submit the report of the annual process audit conducted by CISRS (one conducted prior to commissioning of the works, and one conducted afterwards).

4. Geographic Coverage

CISRS assessment services are to be provided in Kathmandu valley only by this support. Candidates from all over Nepal according to the selection criteria can participate in it.

5. Target

Approximately 200 participants for scaffolding occupation shall be assessed by CISRS. The target may increase or decrease as per the budget availability.



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:

Assessment Venue address:

Company Registration No.:

Company Registration Date:

CISRS Affiliation No. & Date:

Authorized representative of the institution and contact details:

Email:

Contact no.:

Proposed target number for the assessment and certification

S.N.	Occupation	Proposed Number of trainees (target)			Dalit out of Total
		Men	Women	Total	
1.	Scaffolding (CISRS Level 1)				

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.

SaMi
Safer Migration Project

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. (max. one page)

b. **Outreach and enrollment:** Please explain your strategy for advertising, motivation and enrolling trainees (max. half page)

c. **Linking Trainees to Foreign Employment:** Describe your strategy to link the trainees to foreign employment after the assessment certification (describe how you will identify the demand for workers, link the trainees with potential recruiters, facilitate interviews). (max. half page) *Please also provide evidence if there is any collaboration with recruitment agencies/employers.*

d. **Monitoring mechanism and quality assurance of the assessment:** How will you ensure the quality of the orientation and skills assessment? How does CISRS ensure the quality of the assessment conducted by your organization? (max. half page)

e. **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? (max. half page)

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, 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	Mid of Feb 23	Mar 23	Apr 23	May 23	Jun 23
1						

*Add rows according to your requirement

TPF-3: Consultant's relevant experience proposal form

Experience in CISRS assessment & certification: (Maximum 1 page – table included)

Please detail your experience in CISRS assessment and certification in the following table:

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

S.No.	Year implemented	Total CISRS certified number	Funding Agency or Self Pay by the candidates	Remarks

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



TPF-4: Key Expert proposal form**SUMMARY OF KEY EXPERTS – Assessor/s and coordinator information** *(include only assessors with relevant expertise)*

(Please mention the details of assessors and a coordinator against the proposed target. Consultant must attach CVs, CISRS assessor certificate and other mandatory certificates as per format given below)

SN	Name of the Assessor/s	Academic Qualification	CISRS certification level	Years of experience in CISRS certification	Others
1					

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

SaMi
Safer Migration Project

TPF-5 Eligibility criteria related all documents As per ITC (2.1.4)

Consultant shall make sure the submission of below mandatory document.

Description	Is submitted ?
Authorization letter to represent the company for this RFP (Format given in Section 7)	
Registration Certificate and renewal if applicable	
VAT Certificate	
Valid CISRS accreditation certificate till 15 July 2023	
Tax clearance certificate of FY. 2078/79 or previous certificate and time extension letter.	
Audit Report of 2076/077, 2077/78	
Letter of self-declaration by board of directors of non- involvement in proven corruption cases and neutrality from the political parties/affiliation (Format given in Section 7)	

TPF-6 Average CISRS Level 1 certification proposal form

SN	CISRS Certification Record	No. of certified
1	Year1	
2	Year2.....	
3	Total certification record (y1+y2)	
4	Average certification in CISRS L1	

Consultant must fill up the above form according to the recent record.

Format of CV to be included as follows:

Description of the key experts (Assessor/s and coordinator) to be mobilized for the mandate
(Note: The CV of assessor/s should have annexes with relevant CISRS certificates for assessment 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 Assessment Experience** [Indicate relevant assessment received. Indicate the name of the institute, name of the assessment, 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 proposer 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, Certified Assessor, and relevant Work Experience

Section-5: Financial Proposal Form (FPF)

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

A. *Details of Assessment Center:*

1.1 Name of the Institution:

1.2 Address:

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

FPF-1: Details break-down of Financial Proposal:

(Please provide details of the per participant 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).

SN	Description	In Figure	In Words
1	Per participant propose rate including food and accommodation (exclusive of VAT) (A)		
2	Proposed target number (B)		
3	Total propose cost (exclusive of VAT) (A*B)		

Section-6: Format of Contract Agreement

(a) Contract Agreement

Contract Agreement between

M/s.....

(Name of Assessment Center)

(herein after referred as AC)

Address:

Telephone:

Email:

And

Safer Migration (SaMi) Program/Helvetas Nepal

GPO Box 688, Dhobighat, Lalitpur, Nepal

Telephone: 977 1 5421063, 5437148

Email: sami@helvetas.org

Contract ID:

Contract period: from 2022 to 15 July 2023

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



Jan 2023

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on January 23 between **SaMi/Helvetas Nepal** (hereinafter called the "Client") andName of AC (hereinafter called the "AC – Assessment Center").

WHEREAS

- (a) the Client has requested the AC to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the AC, 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)
 - Annex F: COVID Prevention Guideline of GoN
 - Annex G: All type of contractual communication must be done in writing (attach here).

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 AC shall be as set forth in the Contract, in particular:

- (a) the AC shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the AC 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

Team Leader
[Authorized Representative of the Client]

For and on behalf of(Name of AC).

[Authorized Representative of the AC]



A. General Conditions of Contract (GCC)

I. GENERAL CONDITIONS

1	Contracting parties: SaMi/Helvetas Nepal , hereinafter called " Client " and contractual body corporate(Name of Assessment Center) hereinafter called " AC " shall commit themselves to comply with the following conditions of General Conditions of Contract (GCC)
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 AC, especially with regard to the contract's duration and results.
5	The AC shall, in principle, perform the assignment her/him/itself and shall not subcontract the assignment, partly or fully
6	The AC 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 AC takes no actions which might favor any third party.
7	The AC shall clearly demonstrate that (s)he/it is working-for and on behalf of Client.
8	Part-time contribution of the AC team is allowed. However, the AC 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 AC to perform the assignment in accordance with the contract.
10	The AC 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 AC shall recruit the key experts proposed in the bid. Replacement of proposed personnel will not be allowed. However, in unavoidable circumstances, the AC shall propose higher or equally competent personnel for replacement. The AC 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 AC to replace such personnel and the AC 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 AC will therefore abide by and participate in the promotion of these guidelines in its activities and communications. The AC 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 AC, 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)
---	---

III. SERVICES TO BE DELIVERED

a.	Services to be delivered by the AC AC complies with the assessment requirements provided by Client as well as occupational safety and health standards as prescribed by Client.
	i. Assessment Venue Requirements <ul style="list-style-type: none"> The assessment premises (assessment 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. The 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. Ensure individual workstation according to the requirement of the occupation and adequate tools, equipment and materials. The AC must ensure unrestricted access of the trainees to proper and clean sanitary systems (e.g. toilets and urinals).
	ii. Residential Services <ul style="list-style-type: none"> Ensure that assessment are provided on a residential basis. Ensure the minimum standards on food, accommodation, and hygiene. The participants must be provided with adequate and hygienic food and drinking water. The food package should include tea in morning, a lunch, tea & snacks in the afternoon and a dinner in the evening. Accommodation should be comfortable, hygienic (clean beds and rooms) with proper ventilation and adequate sanitation facilities (trainees to toilets/bathroom ratio – 10:1).
	iii. Certification implementation <ul style="list-style-type: none"> Prepares logistical arrangements for each event. Prepare work plans for the execution of the project/activities and get it approved by Client AC shall ensure that each 5 days orientation and assessment process will be implemented as pre CISRS's guideline. Maximum number of participants per batch/event shall be 12. There must be at least 1 instructor for 12 participants. Before the assessment event starts, provide complete orientation to all trainees on the SaMi and AC rules, available facilities, safety measures, and precautions to be taken in case of calamities. Maintain the hard copy of fully filled-up trainees' application forms along with supporting documents like copy of passport, citizenship, photograph. AC shall need to share with Client whenever required. Mentors and counsel participants during training. Ensures that all the trainees appear and undergo the skills certification test successfully. Ensures regular monitoring and quality (technical and management) control of the ongoing assessment. Develop minimum standard and a checklist to regularly monitor the quality of the training, food and accommodation facility. Ensure good coordination with Client and project implementation partners at national and district levels Support Client team or its representative on programme monitoring & review as well as monitoring/review of financial documents/books of accounts.
	iv. Occupational Health and Safety <ul style="list-style-type: none"> Ensure enough clean drinking water to the trainees during the whole assessment period.

	<ul style="list-style-type: none"> • 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. No expired medicines be kept in the First Aid kit. • Ensure a minimum occupational health and safety standard during the assessment 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 assessment to appropriately assess health and safety risks that may occur during training and to ensure appropriate prevention and/ or insurance coverage. • Exit points and assembly area in case of fire, earthquake or other (natural) calamities must be clearly marked and shown to all trainees. • Fire extinguisher must be available in the venue. • Ensure availability of Covid-19 related safety as per Ministry of Health and Population guideline.
	<p>v. Employment Linkage</p> <ul style="list-style-type: none"> • Ensure that trainees are well informed about foreign employment rules of the GoN. • Facilitate graduates for employment abroad and the world of work. In so doing, no graduate can be forced to join a particular company or recruitment agency. • 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.
	<p>vi. Data Entry and Reporting</p> <ul style="list-style-type: none"> • Enter the detail of each training events in SaMi database within first days of assessment start date. • Submit event-wise assessment completion report according to the given format within 15 days of assessment completion along with claim and invoice. • Execute any additional task requested by and mutually agreed with Client.
	<p>vii. Human Resource Management</p> <ul style="list-style-type: none"> • Maintain a copy of CVs and the contract of the instructors. • Provide name lists of the staff involved in Client project implementation. • Should there be any changes in the Director, Project Focal Person and Instructors for Client supported activities, AC shall immediately inform Client. • Consult and take written approval with Client while arranging/hiring and managing staff for the purpose of this agreement. • Orient their staff about the project goals, objectives, expected outputs, budget and activities • Prevent sexual harassment at work, ensure conducive environment in which both men and women can work together without fear and intimidation.
	<p>viii. Financial Management</p> <ul style="list-style-type: none"> • Maintains books of accounts and necessary financial evidence as per standard financial norms • 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. • Submit an audited report, tax clearance certificate, organizational registration renewal certificate issued by concerned authorities to continue the contracts with Client.
b.	Services to be delivered by Client
	<p>Client will deliver following services:</p> <ul style="list-style-type: none"> • Orientation on project concept, approaches, working modalities including technical and financial reporting. • Provide clear and comprehensive description of all services to be delivered by the AC. • Provide the agreed resources as per the contractual budget for the effective implementation of Client project activities • Participate in the AC activities for exchange, sharing and learning.

	<ul style="list-style-type: none"> • 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. • Support to increase outreach of the assessment programs through public announcements and various PR activities if felt necessary • Provide training curricula/manual, monitoring guidelines before the training conduction. • Timely payment of approved financial claims of the AC. • 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. • Client reserves the right to monitor minimum standards at any time before and during the assessment process particularly the training delivery including adherence to the curricula, OP/OSS, tools, equipment and consumables, assessment environment, If AC is found not to comply partially or fully with the above minimum standards, Client will request the AC to take corrective actions within a specified time period. If compliance is not met within a given time period, Client may immediately cancel the assessment event and/or in serious cases stop the collaboration. • Further, Client also reserves the right to deploy third-party monitors at any time during the contracting period besides regular monitoring to verify the inputs, outputs and outcomes reported to Client by AC.
c.	<p>CONTRACT REVIEW AND AMENDMENT</p> <p>Review</p> <ul style="list-style-type: none"> • 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. The Client shall review the progress of the target in each quarter and if the Client realizes that are unable to complete the target in given timeframe, the Client will have right to reduce the target and budget (proportionately) to make it achievable in remaining timeframe. On contrary, if AC have achieved the given target before the allocated time frame and there is a possibility to train additional targets, the Client may increase the target number and budget accordingly. • There is no provision of automatic contract extension for next year, however there will be possibility in certain conditions² Contract extension for next year will be based on the availability of the program and on the satisfactory performance of AC. If the AC is unable to achieve 80% of the output (except for the unforeseen conditions), the contract shall not be renewed. <p>Amendments</p> <ul style="list-style-type: none"> • 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.
d.	<p>CONFIDENTIALITY</p> <ul style="list-style-type: none"> • All documents relating to the project 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 AC in connection with the assignment <u>shall be confidential</u> and may neither be used by the AC for her/his/its own personal purpose nor made accessible to third parties alien to the assignment without the consent of Client. • Should Client allow the AC in writing (upon the letter's request) to refer to the assignment for the purpose of advertising, canvassing, introduction or other promotional endeavors, the AC shall undertake to mention Client in connection with such references and offer an accurate and true description of the task performed.

² 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.

	<ul style="list-style-type: none"> The AC 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). These provisions set forth in this chapter shall remain valid even after the completion of the assignment.
e.	ACCOUNTING AND AUDITING <ul style="list-style-type: none"> Only the expenses that have been contractually agreed and can be substantiated by the AC will be eligible for payment. All the financial transactions between Client and the AC will be in Nepalese Currency. The final payment by Client shall be due when the final report is duly submitted and approved by and Client. 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 AC and that collected during the monitoring by Client or the monitoring resource organization/individual assigned by Client. 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 forfeited the performance security according to the liquidated damage clause of special condition of contract.
f.	COMMON REGULATIONS <ol style="list-style-type: none"> Information <ul style="list-style-type: none"> Apart from the regular official reporting, Client and AC 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 AC if necessary, involving other key stakeholders (e.g. government) to discuss and formalize the learning from the project. Evaluation of Client supported activities <ul style="list-style-type: none"> Client shall undertake any study, review meeting, participatory assessment and evaluation of the Client supported activities in consultation with AC, as deemed necessary. Copyright <ul style="list-style-type: none"> The content and copyright of any reports or other materials - graphic, software or otherwise – which needs to be produced/published by AC under this agreement, will be discussed and agreed upon by both parties before printing/publishing. Political Engagement <ul style="list-style-type: none"> Staff supported by project are not involved in any political parties except as general members. Board members are not holding any position in any structure of political parties. Ensure that it will not do any activity in support of any political party as an institution. Ensure that the fund and other resources provided by the project shall not be used in favor of or against any political party. Termination/suspension <ul style="list-style-type: none"> 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.
g.	Authorized Representative and focal person of contracting parties The representative and focal person on behalf of Client and consultant shall be as per SCC.
h.	Commencement of the services and end date of agreement: As per the SCC

i.	<p>Force Majeure</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. Law 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)

GCC reference number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
I (1)	<p>Client: SaMi/Helvetas Nepal Contact No.: 01 54 21 063, 5437148 E-mail: sami.np@helvetas.org</p> <p>Consultant: Contact No. : E-mail :</p>
5	Subcontracting is strictly prohibited under this contract, in case of realization, the contract will be terminated, and performance guarantee will be forfeited.
III (f-5)	The notice of termination shall be at least 30 days in advance.
III (g)	<p>For the Client:</p> <p>Authorized person: Team Leader Focal person for contract management: Skills Development Coordinator</p> <p>For the Consultant:</p> <p>Authorized Person: Focal person for contract management:</p>
III (h)	<p>Commencement of the contract will be after signing the contract. The actual start date will be determined upon submission of report for study of feasibility and verification by monitoring officer to the Client.</p> <p>Contract end date will be 15 July 2023.</p>
III (iv)	Insurance Coverage against the risk: ACs remains liable for the accidental insurance of human resources and insurance of physical facilities, tools and equipment of the assessment center as per its own policy.

II. TARGET TO BE DELIVERED

AC will carry out CISRS skills assessment and certification on **Scaffolding Occupation** for potential migrant workers in close coordination with Client.

SN	Activities	Target group	Target
1	In collaboration with Client, select participants for voucher based CISRS assessment and certification	Potential migrants falling in the criteria of the SaMi target group	Regular Target Number: 200

2	Provide voucher and conduct assessment and certification system to poor/very poor men who have decided to go for foreign employment in Scaffolding Occupation	First Priority: Poor/very poor potential migrants from SaMi program districts Second Priority: Potential migrants from other than SaMi project districts	Occupation: Scaffolding Target Number: 200
---	---	---	---

Target Group: All participants in the assessment should be potential migrants who aspire to go to foreign employment. Priority must be given to potential migrants from socially disadvantaged groups, coming from poorest economic background and from SaMi project implementation districts. All participants should be Nepali citizens between 21-40 years of age and have obtained the passport with at least six months scaffolding experience in Nepal or abroad.

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, XXXXX only) excluding VAT**. The detail breakdown of the activity wise budget is attached as **Annex B** of this agreement.

b. Disbursement Procedure

The per participants costs budgeted for Non-Dalit participant @ NPR XXXX (In words, XXXX only) and for Dalit and Women participants @ NPR XXXX (In words, XXXX only) for CISRS Certification in scaffolding occupation shall be paid in single installment as follows:

SN	Description	Per participant Cost	No. of Participants	% Payable	Total Cost payable
1	Assessment Cost for Non-Dalit participants (tentative 80% of total target)	XXXX	XXXX	100%	XXXX
2	Assessment Cost for Women or Dalit participants (tentative 20% of total target)	XXXX	XXXX	100%	XXXX
3	Additional cost for Women and Dalit Participants	1,500	XXXX	100%	XXXX
	Total Cost Payable				XXXX

**The target number of women and Dalit candidates may vary.*

c. Invoice

The payments shall be made for the CISRS certified graduates only after the submission of the invoice and other relevant documents (such as claim sheet, assessment completion report, participants' CISRS certificate, voucher, attendance sheet, assessment photographs) and its verification by Client within 30 days of completion of the assessment.

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

2. Conditions for Payment

AC shall submit assessment completion report (Start date, end date, list of candidates/assessors, voucher, attendance, test report, relevant assessment photos, certificates etc.) within 15 days of assessment completion along with valid tax invoice.

3. Other Conditions for Payment/Non-Payment

- i. **Certification Test:** Trainees who do not succeed in certification test shall be considered as dropouts and no payment shall be made by Client and candidate to AC.
- ii. **Payment of Women and Dalit Candidate:** For Woman or Dalit candidates, Client will subsidize further 25% of the candidate's contribution amount. Women or a Dalit candidate would need to contribute Rs 15,000 only and remaining Rs 5,000 will be contributed by Client.
- iii. Client would pay additional NRs. 1,500 for every Woman or Dalit who pass the assessment. AC is liable to get a total of NRs. XXXX for every Woman and Dalit candidates.



Section-7: Forms and formats templates

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

I, the undersigned, in my capacity of (position in Firm for e.g. Executive Director)
..... (Firm's/organization's name)
authorize Mr/Ms (name of the authorized person) working in the
capacity of (position of the authorized person) to represent the
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

Signature of the authorized person

Name:

Designation:

Firm's name:

Seal:

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

SaMi
Safer Migration Project

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

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:

(iii) Performance Security

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)

SaMi
Safer Migration Project

Code of Conduct for Contracted Parties

Final version February 2020

Scope of this Code of Conduct

HELVETAS Swiss Intercooperation (hereinafter HELVETAS) is a civil society 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 values³:

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

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

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

This Code of Conduct outlines the attitude and the behaviour that HELVETAS 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 HELVETAS and its contracted parties. In signing their contract, contracted parties take on the commitment to observe the Code of Conduct, to ensure adherence by their personnel and their subcontractors, and to behave accordingly. Any action violating the Code of Conduct may entail an enquiry and the imposition of measures relating to non-compliance with contractual obligations, or of other measures.

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 HELVETAS must be consistent with the goals, the values and principles of HELVETAS 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.

³ Organisational Strategy HELVETAS 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.
Use of competences, means and assets	Contracted parties, their employees and subcontractors contribute with their competences and capacities to the objectives of the collaboration. They commit to make use of available means and assets effectively and efficiently, according to legal stipulations, internal regulations, contractual agreements and in conformity with project goals.
Culturally sensitive behaviour	Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in 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.
Inter-personal relations and professional conduct	Contracted parties, their employees and subcontractors must have respectful, fair and equitable relations with all persons irrespective of their age, origin, language, religion, culture, social position, physical ability or sexual orientation. They are aware of their privileged and often powerful status vis-à-vis other actors and must refrain from abusing any hierarchical, material, or social position in any way. They never request any service or favour from primary stakeholders or other persons of concern in return for support or protection. They never engage in any exploitative relationships – sexual, emotional, financial or employment-related – with primary stakeholders or other persons of concern. They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.
Protection of children and youth	Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child. ⁴
Mobbing and sexual harassment	Contracted parties, their employees and subcontractors abstain from mobbing ⁵ , sexual or sexist harassment ⁶ of colleagues, partners or any other person.
Conflict of Interest and duty of disclosure	Contracted parties, their employees and subcontractors are aware that professional interests can conflict with 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.

⁴ <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

⁵ **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

⁶ **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:

