**Request for Proposal**

for the procurement of consulting service

**Modular Skills Training**

**for**

**Returnee Migrants**

**Contract No: SaMi/.......**

Issued by:

**Safer Migration Project (SaMi)**

Programme Support Unit (PSU)

Lalitpur-3, Dhobighat, Lalitpur



November 2020

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Section-1: Letter of invitation



**INVITATION FOR BIDS**

**FOR THE SELECTION OF TRAINING MANAGEMENT INSTITUTES FOR THE IMPLEMENTATION OF MODULAR SKILL TRAINING FOR RETURNING MIGRANTS WORKERS**

**Date of first publication: 08 November 2020**

**The Safer Migration Project (SaMi) is a bilateral initiative of the Governments of Nepal and Switzerland led by the Ministry of Labor Employment and Social Security and implemented by participating 156 local governments in 39 districts. Helvetas Nepal is providing technical assistance to the project.**

SaMi launches this call for bids for the selection of **Training Management Institutes (TMIs) to implement modular skill training for the returnee migrant workers.** Therefore,

1. Bids are invited from the interested TMIs for the provision of vocational skills trainings (modular) to returnee migrant workers as part of SaMi phase III.

2. A complete set of RFP is made available at:

<https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>

3. Bidding institutions must fulfil the minimum requirements listed in the document Instruction to Bidders as well as Terms of References (ToRs) to be eligible for bidding.

4. Bids must be submitted latest by **30 November 2020 before 1PM** via email in accordance with ITC

5. **Pre-bid meeting (Virtual) will be held on 12 November 2020 at 2PM. Interested consultants should provide their email address to obtain the virtual meeting ID latest by 11 November 2020 before 5 PM.**

**Safer Migration Project (SaMi)**

**Helvetas Nepal**

Lalitpur-3, Dhobighat, Lalitpur



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

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# Section-2: (a) Instructions to consultant (ITC), (b) Eligibility and evaluation criteria and (c) Infrastructure proposal form

(a) INSTRUCTION TO CONSULTANTS (ITC)

****

1. **Technical proposal** and **financial proposal,** together with **a Letter of Interest,** shall besubmitted in accordance with the instruction and templates provided in the RFP.
2. The RFP comprises following documents:

Section-1: Letter of invitation

Section-2: (a) Instructions to consultant (ITC)

(b) Evaluation criteria

(c) Description of available infrastructure

Section-3: (a) Technical proposal form

(b) Summary of key experts

(c) Financial proposal form

Section-4: Terms of References (ToR)

Section-5: Self-declaration form

Section-6: (a) Contract Agreement

(b) Conditions of Contract

1. Bid amount shall be quoted in Nepalese Rupees and payment shall be made in Nepalese Rupees.
2. The Consultants shall write/type rates in figures and words clearly. In case of contradiction between words and figure, word shall prevail.
3. 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 shall bear the initials of authorized signatories.
4. Bids received after expiry of submission date shall not be considered as valid.
5. Bid shall remain valid for a period of 120 days after opening of the bids
6. Acceptance or rejection of bid documents and award of the job or cancellation of bid notice shall remain within the jurisdiction of SaMi/Helvetas Nepal. This procurement process shall be according to SaMi/Helvetas Nepal procurement guidelines.
7. Financial proposals of only those Consultants, whose technical proposal passes the minimum score, shall be opened.
8. The Consultants, who passes technical proposal shall be informed of the date, time and place of opening of financial proposals.
9. All the expenses incurred in preparing and submitting the bids shall be Consultants’ responsibilities. RFP document is available free of cost.
10. In case of contradictions, the terms of the contract agreement shall prevail.
11. The Consultants must sign and put office seal on each page.
12. The language for the technical and financial proposal is **English**.
13. Consultants have to **mandatorily submit** the following documents with the bid document:
14. A letter of interest
15. Registration Certificate/ and renewal if applicable
16. Authorization letter to represent the company for this RFP
17. VAT Certificate
18. Tax clearance certificate of 2074/075, 2075/076 (minimum annual turnover of NPR 2 million over the last two years)
19. Audit Report of 2074/075 and 2075/076
20. Valid (up to 075/076) CTEVT affiliation certificate for the proposed trade
21. Profile of the organization
22. Contract Agreement / Work certificates from clients to validate the work experience given in the technical proposal (minimum two years' work experience and latest maximum 3 evidence documents)
23. CVs of proposed instructors (two instructors for each trade) and training coordinator
24. Letter of self-declaration by board of directors of non-involvement in proven corruption cases and neutrality from the political parties/affiliation
25. Minimum infrastructure must be fulfilled by consultants during physical verification otherwise bid shall be rejected. Proof of existing infrastructures/workspace for practical, tool & equipment list according to (i.e. classroom, hostel facility etc.) (Photographs maximum 10) and trainers.

16. Pre-bid meeting: There will be virtual pre-bid meeting as per schedule mentioned in ITC (17).

17. The bidding schedule is

Publication of bid notice 8 November 2020

Pre-bid meeting 12 November 2020 at 2PM

Last date of clarification 24 November 2020

Last date of bid submission 30 November 2020 before 1PM

Opening of bids 30 November 2020 at 2PM

18.  Bids are to be prepared following the required formats and submitted in separate file with password, i.e. the Technical Proposal and Financial Proposal shall be in separate pdf files and true colour scanning submitted through the email: sami.np@helvetas.org. Files should be protected with strong password. Password for technical proposal shall be sent to the above email 10 minutes before the opening time. Shortlisted bidders will be notified for financial password later. The file size should not exceed more than 15 MB. SaMi/Helvetas Nepal may request for a hard copy of technical and financial proposal if required. There should not be any discrepancies in the e-copy and hard copy. If the provided password does not work; the bid shall be rejected due to unsuccessful opening of the bid. However, password can be obtained online if bidder is representing the bid opening ceremony.

19. Any additional terms that is not mentioned in RFP document shall not be considered. If dispute arises it shall be solved according to SaMi/Helvetas Nepal guidelines.

20. award decision shall be determined by eligibility criteria, technical scoring, and financial proposal. The bid evaluation method shall be QCBS (technical - 80%, financial - 20%). successfully verified infrastructure proposal shall be integral part of award decision

21. Payment terms:

100% payment on submission of evidence/report of successful completion of internal assessment by the trainees.

Payment of 70% training cost and 100% accommodation will be made if the trainee does not complete successfully in the internal assessment.

22. Contracting partners should validate all the legal documents issued by concerned authorities to continue the contracts with SaMi/Helvetas Nepal.

23. Consultants will obtain clarification about RFP Document by emailing to sami[.np@helvetas.org](mailto:.np@helvetas.org) latest by 24 November 2020 or will publish composite queries and responses on Helvetas website where notice was published.

(b) Evaluation criteria

(b) EVALUATION CRITERIA



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

**A: TECHNICAL PROPOSAL**

Please follow the structure and answer the questions listed below and fill-in the attached technical proposal template.

In addition, it is compulsory to submit the documents listed on Instruction to consultants. Organizations failing to submit the mandatory documents (ITC- 15) shall be disqualified.

Recommended font and size: **Arial,11 pt**

|  |  |
| --- | --- |
| **Proposal Evaluation Criteria** | **Max. score** |
| 1. **Technical proposal Score** | **80** |
| 1. Description of methodology and workplan in response to terms of reference 2. Technical Approach and Methodology 3. Outreach and enrollment 4. Work Plan 5. Challenges and risks | 24 |
| 1. Experience of the organization in Proposed trade | 16 |
| 1. Profile of Key experts | 40 |

**B. Financial proposal - Resources required to implement the project:**

* **Budget:** Please make a budget proposal displaying the needed financial resources toexecute the said project. 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: 01 Jan 2021 to 15 July 2021. Please be specific with every planned activity and provide the cost estimation of every activity as detailed as possible.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Max. Score** |
| **Financial proposal/Submitted budget** | **20** |
| 1. Cost efficiency – competitive financial offer per trainees (the lowest bidder will be awarded 20 marks and accordingly to the other bidders)   The overall amount (excl. VAT) proposed by the consultant will be evaluated using the following formula:  P = Price of the proposal to be assessed  Pmin = Price of the lowest proposal | 20 |

(c) Description of available infrastructure

**(c) Description of available infrastructure**

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

1. **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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SN** | **Criteria** | **Physical Facilities and available number of Tools and Equipment** | **No. available for 20 participants** | **Status (on rent, owned or outsourcing)** |
| **General infrastructure for all trades** | | | | |
|  | Classroom | Description of classrooms (Number, area of each classroom, sitting arrangement, ventilation, fan, light, availability of teaching learning materials i.e. whiteboard, display of trade related information) |  |  |
|  | 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 |  |  |
|  | Canteen | Description of kitchen and dining: area, ventilation light, sitting arrangement, safe drinking water, hand washing facilities |  |  |
|  | Sanitation facilities | No. of toilets and bathrooms (1:10 ratio) and urinal, hand washing facilities, availability of hand sanitizer chemical |  |  |
|  | COVID related safety | As per ministry of health and population guidelines. |  |  |
| **Trade wise infrastructure** | | | | |
| 1. | Trade 1 | 1. Mention the Workshop area and working arrangement: |  |  |
| 1. Tools and equipment storage system: |  |  |
| 1. List of tools and equipment’s for trade……….1 |  |  |
| 1. List of PPE for each trade   II.  III.  Add as per requirement |  |  |
| 2 | Trade 2 | 1. Mention the Workshop area and working arrangement: |  |  |
|  |  | 1. Tools and equipment storage system |  |  |
|  |  | 1. List of tools and equipment’s for trade……….2 |  |  |
|  |  | 1. List of PPE for ……….. trade   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-3: (a) Technical proposal form, (b) Summary of key experts and (c) Financial proposal form

(a) Technical proposal form

**(a) Technical Proposal Submission form – Modular Skills trainings for returnee migrant workers (2020)**

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

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

Name of the Institution:

Address:

Registration No.:

Main representative of the institution and contact number:

Add other relevant information of organization:

**Proposed Training Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.N.** | **Proposed Trade** | **Proposed Number of trainees** | | |
| **Men** | **Women** | **Remarks** |
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Above proposals must be reflected in financial proposal

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SN** | **Name** | **Designation** | **Contact no.** | **Responsibilities** |
|  |  |  |  |  |
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*Add rows if necessary. Do not change or format the table.*

**Organogram of the organization:**

**ii. Technical details**

1. **Description of methodology and workplan in response to terms of reference** (Max. 1000 words)
2. **Technical Approach and Methodology:** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), 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 TORs in here.
3. **Outreach and enrollment:** please explain your strategy for advertising, motivation and enrolling trainees
4. **Work Plan:**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

**Please submit your work plan to complete the training successfully**

| SN | Activities | Jan, 2021 | Feb, 2021 | Mar, 2021 | Apr, 2021 | May, 2021 | June, 2021 | July, 2021 |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
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*\*Add rows if necessary*

1. ***Challenges and risks:*** where do you see opportunities, challenges and potential risks in this assignment and how do you plan to deal with them?
2. **Experience in skills training provision: (Maximum 1 pages – 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** | **Trades** | **Duration of Course (hours /month)** | **Curriculum used (CTEVT or other-give name)** | **Total trainees** | **Funding Agency** | **Remarks** |
|  |  |  |  |  |  |  |  |
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*\*Add rows if necessary. Do not change or format the table.*

# (b) Summary of key experts

**(b) Summary of key experts: Lead instructor, assistant instructor and training coordinator information (only two instructors for each trades)**

*(Please mention the details of instructors (lead and assistant) and training coordinator against the proposed trades and number. Also attach their CVs and relevant certificates as per following format)*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SN | Trade | Name of the Instructor | Academic Qualification | Skills training qualification (including trade) | TOT Preferable (TITI or Trade Related) | Training experience in related field (yrs) | Work experience in related field (yrs) | Other | Proposed position (Lead or Assistant) |
| 1 | Example : Mason | Kul Bahadur Chhetri | SLC | L2 in mason or  TSLC in construction | TITI | 3 yrs worked as mason trainer in ……… project or…… | 2 yrs worked in building construction |  | Lead |
|  |  |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- |
| SN | Name of the coordinator | Academic Qualification | Trainings acquired | Work experience (yrs) | Remarks |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

***Format of CV is as follows:***

**Description of the key experts (trainers and training coordinator) to be mobilized for the mandate** (Note: The CV of personnel should be annexes and provide the required information as per the Format)

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

Please 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 selected 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** in the CONSULTANT [*only one candidate shall be nominated for each position*]:

**2. Name of Expert** [*Insert full name/surname*]:

**3. Contact address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_

**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. Membership in Professional Associations**:

**7. Other Trainings** [*Indicate significant training since degrees under 4- Education were obtained*]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**8. Years of Work Experience**: [*details of work experience and number of years worked]*

**9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

**10. 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:

**11. Detailed Tasks Assigned**

**12. 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;**

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

Date:

*[Signature of expert]* *Day/Month/Year*

# (c) Financial proposal form

**(c) Financial Proposal Form– Modular Skills trainings for returnee migrant workers (2020)**

**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 Established Year:

1.3 Address:

1.4 Registration No.:

1.5 Registered at:

1.6 Main representative of the institution and contact number:

***B. Summary of Proposed Budget per trainees per day:***

*(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).

Please give estimated per trainees per day costs for each trade according to your interest.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SN** | **Description** | **Mention trade name and corresponding cost** | | | | | | | |
| *Trade:…………….* | | | *Trade:…………….* | | *Trade:…………….* | | |
| In figure | In words | In figure | | In words | | In figure | In words |
| **1** | Pre and post trainee assessment cost (other than listed below) | SaMi responsibilities (bidders need not propose it) | | | | | | | |
| **2** | Training cost - per day per trainee (trainers, tools and materials, rental and management cost). |  |  |  | |  | |  |  |
| **3** | Food and accommodation cost - per day per trainee |  |  |  | |  | |  |  |
| **4** | Total (excl. VAT) |  |  |  | |  | |  |  |
| **5** | VAT |  |  |  | |  | |  |  |
| **6** | ***Total Cost (Incl. VAT)*** |  |  |  | |  | |  |  |

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

1. ***Details of Proposed Budget per trainee per month:***

(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).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SN** | **Description** | **Mention trade name and corresponding cost** | | |
| *Trade ................* | *Trade ................* | *Trade ................* |
| **1** | **Tools and Equipment costs (e.g. machines, etc.)**  *(Attention: only depreciation costs are covered)* |  |  |  |
| **2** | **Remuneration of Key Experts** |  |  |  |
|  | *Lead Trainer (100%)* |  |  |  |
|  | *Assistant Trainer (100%)* |  |  |  |
|  | *Training coordinator (Partial basis about 50%)* |  |  |  |
| **3** | **Consumable training materials (hands out, stationary, trade related training materials for practical sessions – lump sum)** |  |  |  |
| **4** | **Physical infrastructure (Rental cost only) and facilities (workshop, classroom, electricity, water, communication, etc – lump sum)** |  |  |  |
| **5** | **Food and accommodation** |  |  |  |
| **6** | **Other costs – *please specify*** |  |  |  |
| **7** | **Total (excl. VAT)** |  |  |  |
| **8** | VAT |  |  |  |
| **9** | ***Total Cost (Incl. VAT)*** |  |  |  |

*Add column if necessary.*

**Note: Proposed remuneration of key experts must be paid to concerns as per financial proposal**

# Section-4: Terms of References (ToR)

**TERMS OF REFERENCE (TOR)**

**FOR**

**Training providers to offer**

**MODULAR SKILLS TRAINING to RETURNEE MIGRANTS**

1. **Background**

***The Safer Migration (SaMi) Project***

The Safer Migration (SaMi) project is a bilateral initiative of the Governments of Nepal (GoN) and Switzerland. 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. SaMi is currently being implemented under the leadership of the Ministry of Labour, Employment and Social Security (MoLESS) and 156 local governments (LGs) of 39 districts, with HELVETAS providing technical assistance.

***Returnees’ access to skills certification***

The COVID-19 pandemic has triggered a global economic crisis. Its scale and implications are still unraveling. Due to the economic downturn, many migrant workers may lose their jobs in the destination countries. According to the Foreign Employment Board (FEB), about 500,000 migrant workers will be returning to Nepal, mainly from the Gulf countries and Malaysia. A comparable number of returnees are expected from India. As such, supporting the integration of the returnees in the domestic market is essential. For this purpose, SaMi will adapt its activities to support the GoN in addressing the needs of returnees and migrants’ families.

Nepali migrants will return home with different professional experiences and backgrounds. Some will return with training and work experience certificates, but it is expected that most will return without any evidence or certificate of the work accomplished abroad and/or of the trainings they completed. It is however critical that the skills acquired abroad also support returnees in their professional reintegration in Nepal. In this respect, the GoN has recently launched a mechanism for “Recognition of Prior Learning” (RPL) allowing returnees to certify their skills according to national qualification standards. Developed under the authority of the Council for Technical Education and Vocational Training (CTEVT), national qualification standards detail a set of competences that are necessary for each occupation. The RPL process allows returnees to take competency tests for their occupation and obtain “unit certificates” for the competency tests that they pass.

|  |  |
| --- | --- |
| ***EXAMPLE – Masonry****[[1]](#footnote-1)* | |
| Level 1 certificate includes 11 skills/tasks to be tested.  RPL allows to test all these competences separately and obtain unit certificate(s). | *Tasks - Skills* |
| 1. Assisting in laying out building and engineering structures. 2. Preparing foundation beds, foundation bands and vertical reinforcements at corners. 3. Preparing mortar. 4. Building straight walls in Header, Stretcher, English and Flemish bond. 5. Preparing corner stitch. 6. Preparing horizontal band. 7. Laying infill brick/block maintaining surrounding bond. 8. Assisting senior Mason to fix door & window frames. 9. Preparing vertical reinforcements at jambs (doors, windows and openings). 10. Assisting senior Mason with concrete work. 11. Assisting senior Mason in repairing/patchwork of existing walls. |

The tests are conducted by the National Skills Testing Board (NSTB), an autonomous skills testing authority under CTEVT.

The process of RPL is currently only available in 6 occupations: Masonry, Plumbing, Welding, Cook, Housekeeping/Cleaner, and Waiter.

For other occupations, returnee migrants that have a 1 year work experience letter and training certificate can currently apply for the full – “level 1 certificate” but cannot apply for “unit” certifications.

***Modular skills trainings to upskill and prepare returnees for domestic employment***

In order to help migrant returnees certify skills acquired abroad, SaMi phase III will support them in accessing relevant skills certification schemes and prepare for the skills test. In this respect, SaMi will firstly orient returnees on their options (based on the work they did abroad and the certificates they may have obtained during that time), and facilitate their enrollment in the appropriate certification process. To best prepare them for the skills test, SaMi will also provide returnees with “**Modular Skills Trainings**” designed both to refresh their skills, and to complement them with the objective of meeting national competency standards. A skills assessment will be conducted for all the applicants prior to the start of the training to identify any “skills gap”, i.e. the skills missing for national certification and the skills that will be the focus of modular trainings.

These skills trainings are designed to allow returnee migrants to build on the skills developed through migration. The training will support returnees in acquiring the competence(s) they lack for national certification in their occupation (and include a “refresher” of the already acquired skills). In close collaboration with NSTB, SaMi will facilitate access of returnee migrants to this modular skills training and certification schemes, RPL or Level 1 certificates.

1. **Scope, targets and implementation modalities of the “modular skills trainings”**

SaMi proposes to organize residential "Modular Skills Training" for a total of **2600 returnees from all over Nepal**. The support scheme will include both the identification of the skills gaps and the upskilling of trainees to prepare them for National Skills Certification. Trainees will not be charged for any of the associated costs.

The occupations covered by this support will be: **Tile & Marble Fitter, Shuttering Carpentry, Steel Fixture, Scaffolder, Electrician, House Painter, Aluminum Fabricator, Garment Fabrication, Mason, Plumbing, Welder, Cook, Housekeeping/Cleaner and Waiter**.

**The services are to be provided in the following districts:** Jhapa, Sunsari, Sarlahi, Dhanusha, Kathmandu valley, Kaski, Rupandehi, Banke, and Kailali. Training Management Institutes (TMIs) must be in urban settings with proper road access. At present, only the TMIs located in the Kathmandu valley will be eligible to conduct trainings according to modality 2 [see below].

**Information, orientation and enrollment in the training:** The Employment Service Centers (ESC) and Migrant Resources Centers (MRCs) will have a key role in informing returnee migrants on the possibility to register for RPL and modular skills trainings and in supporting their registration. The returnees from countries other than India will need to have an evidence of foreign employment (e.g. documents such as visa, work permit, contract agreement with destination employers, identity card, etc.)

The enlisted returnees will be referred to SaMi by ESC coordinators & MRCs. SaMi will send the list to TMIs according to the training schedule. TMIs should then call the participants in their respective locations and start the training according to the plan. Concurrently, TMIs are also responsible for gathering eligible returnees for the training beyond SaMi districts and Municipalities.

Considering the diversity of profiles and skills certification options, SaMi will propose **the following skills training modalities**.

**Modality 1** – “fast track” - leading to NSTB Level-1 certification:

* *Target group*: Returnees having skills training certificate and 1-year work experience letter (acquired abroad or in Nepal) in all the **14 occupations** mentioned above.
* *Training modality:*

1. **Pre assessment**: Trainees are to be assessed on the existing competences by TMI instructors.
2. **Training:** Trainees will receive skills training for 7-15 days based on their competency gap. The training will be conducted on a residential basis **in all of the mentioned districts**. The TMIs are responsible for coordinating with NSTB during the training to enroll trainees in Level 1 skills test and finalize the skills test date.

* *Certification process:* National certification of Level 1 skills test will be conducted immediately after completion of the modular training. The skills test will be conducted at TMIs. The TMIs will have to manage/make available all the required tools and materials for the test. Trainees will receive Level 1 skills certification if they meet the competency standards.

**Modality 2** – preparation for RPL certification:

* Target group: Returnees without skills training certificate and work experience letter/certificate (from abroad or in Nepal) in the following 6 occupations: **Mason, Plumbing, Welder, Cook, Housekeeping/Cleaner, and Waiter**.
* *Training modality:*

1. **Pre-assessment**: Trainees to be taken to NSTB venue in Bhaktapur to assess the existing competencies. Based on the NSTB report on their competencies, the skills gap will be identified.
2. **Training**: Trainees will receive skills training for 7-15 days based on their skills gap. Training will be conducted on a residential basis. At present, under this modality, trainings can only take place in the **Kathmandu valley**.
3. **Portfolio development**: TMIs to support trainees to develop portfolios on their work & training experiences in the format provided by NSTB.

* *Certification process:* RPL test will be conducted on the last day of the training at NSTB venue in Bhaktapur. NSTB will coordinate with TMIs to support the trainees in developing portfolio (evidence of their competencies) for the RPL process and make the trainees available at the testing center. Trainees will receive RPL unit certification for the competencies in which standards are met.

***Note 1****: Currently, RPL tests can only be conducted in Kathmandu at NSTB premises. Taking this into account, only TMIs located in the Kathmandu valley are eligible to provide trainings preparing for RPL [modality 2]. However, it is expected that the possibility to conduct RPL tests will be extended to CTEVT Province Offices. If this is the case, TMIs contracted under this call for proposals for conducting training under modalities 1 and 3, will be considered eligible for conducting RPL training, provided they meet all other conditions.*

**Modality 3** – leading to Training Management Institute (TMI) certification and facilitation to Level 1 skills test:

* *Target group*: Returnees without skills training certificate and work experience letter (from abroad or in Nepal) in the following 8 occupations: **Tile & Marble Fitter, Shuttering Carpentry, Steel Fixture, Scaffolder, Electrician, House Painter, Aluminum Fabricator, and Garment Fabrication**.

[Formal RPL is not available for these occupations for the time being. Linkages with NSTB’s regular Level-1 skills test program will be facilitated].

* *Training modality:*

1. **Pre assessment**: Pre-assessment to identify the skills already acquired. Assessment to be done by NSTB certified assessors at TMIs. Assessors will provide reports of available competencies. TMIs will hire assessors.
2. **Training**: Based on the identified competencies, trainees will be provided skills training for 7-15 days based on their skills gap. Training will be conducted on a residential basis **in all of the mentioned districts**.

* *Certification process:* TMIs will hire the assessors to conduct the skills test. TMIs to prepare the certificate and evaluation sheets that will be signed by certified assessors. TMIs will inform the trainees about the enrollment process in NSTB's regular Level-1 skills test that are held in Mangsir and Ashad (twice a year) in Kathmandu valley, and once a year (in Mangsir) outside the valley. Trainees will receive certificate and evaluation sheet from TMIs.

***Note 2*:** If the COVID situation persists and residential training cannot be conducted, a mobile training approach may be implemented for modalities 1 & 3 by the TMIs in the districts proposed by SaMi. The costs will be revised accordingly.

**This call for proposal is launched to select the TMIs that will perform the roles described above, i.e. conduct the modular skills training for returnee migrants and facilitate skills testing with NSTB, according to the modalities 1, 2 and 3.**

In case SaMi requires trainings to be conducted in additional occupations than those mentioned above, the TMIs selected through this tender will be allowed to train on these additional occupations, provided they have the necessary infrastructure, tools, equipment, instructors as guided by the Council for Technical Education and Vocational Training (CTEVT).

**3. Role of the Training Management Institutes (TMIs)**

The selected TMIs shall implement/facilitate modular vocational skills trainings within the following framework:

* Training participants should be **returnee migrant workers between 18 to 45 years old,** who have acquired skills during their work abroad.
* The **training duration** will range from a **minimum of** **7 days to a maximum of 15 days** (depending upon the skills’ gap identified).
* Training should be conducted **8 hours per day**, including 2 hours of theory. The rest should be practical training.
* Training modules should follow CTEVT Level 1 curricula. Instructors are expected to focus on parts of the curricula identified as priorities by the skills’ gap assessments conducted prior to the training. Instructors will focus on the trainees' competency gaps to best prepare the trainees for the skills test, while providing a refresher for previously acquired skills. Additionally, for modality 2, some sessions would require trainees to create their **“portfolio”** (portfolio will contain the evidence of experiences / competencies of the trainees such as photographs, video, supervisor's/employer's reference letters, certificates etc.).
* Trainings shall be held in a **residential environment** where accommodations and **3 meals a day** should be provided.
* **The entire training shall take place within the premises of the training center**. Contracted TMIs shall have adequate facilities including separate workstations for each participant for the practical training, classrooms for theory, adequate tools, equipment related to the proposed occupation, hostel with clean beds, kitchen/mess, toilets/bathrooms.
* **Maximum number of occupations** allowed to conduct trainings will be based on the availability of the infrastructure of the TMIs.
* **The availability of infrastructure at each TMI will determine the number of occupations for which trainings can be conducted at that venue**
* Each batch of trainees **shall comprise a minimum of 5 participants to a maximum 20 participants**. A **maximum of 5 trainings programs or 50 students shall be allowed to run simultaneously within one training center.**
* The“instructor-student” ratio should not exceed 1:10. If a training course has 20 participants, one lead instructor and one assistant instructormust be assigned. In case there are 10 or less participants in a training course, only the lead instructor is required.

|  |  |  |  |
| --- | --- | --- | --- |
| ***Instructors*** | ***Technical Qualification Required*** | ***Training of Trainers (preferably from Training Institute for Technical Instruction (TITI))*** | ***Years of training experience*** |
| *Lead Instructor* | *CTEVT L2 or equivalent*  *In the occupations where L2 course is not available, L1 shall be applicable* | *Preferred* | *3 years and above* |
| *Assistant Instructor* | *CTEVT L1 or equivalent* | *Preferred* | *2 years and above* |

* The TMI should 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.
* The TMI should be **willing to invest** in upgrading their physical facilities, tools and materials for providing quality trainings.
* The TMI should proactively **coordinate with ESCs and MRCs** for the list of returnees The TMI will also collect the eligible returnees for the training beyond SaMi working districts and municipalities while ensuring that they meet the eligibility requirement.
* The TMI will **coordinate with NSTB** to enroll participants in the skills test. For modalities 1 and 2, the skills test will need to be conducted immediately after the training. For modality 3, TMIs should inform trainees on Level 1 testing modalities, and plan sessions and coordinate with NSTB for facilitating access of trainees.
* TMIs implementing modality 2 will need to ensure that all their lead instructors, as well as coordinators, attend an orientation program on RPL process organized by SaMi and NSTB.
* The TMIs should continuously assess the demand of jobs in the training related occupations in the domestic market and inform graduates on opportunities for employment, wherever possible.
* The TMIs should 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. Annual reports are to be submitted at the end of the fiscal year.

# Section-5: Self-declaration form

**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) of …………………….….(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 or 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. Neither …………………………..……………………………………..………………. (Firm’s name)…………………………………………….. has ever been a subject to any administrative penalty by any of its Client.

In principle, …………………..………(Firm’s/Organization’s name)…………………………..as a Firm 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:

# Section-6: (a) Format of Contract Agreement and (b) Conditions of Contract

(a) Format of Contract Agreement

**Contract No:**

**Agreement between**

**SaMi/Helvetas Nepal**

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

(herein after referred to as SaMi/Helvetas Nepal)

GPO Box 688, Dhobighat, Lalitpur, Nepal

And

**NAME + ADDRESS OF CONSULTANT**

**For**

**the implementation of the modular skills training Component of SaMi phase III**

**(Project duration: XXXX)**

**1. Background of the Project**

The Safer Migration project (SaMi) is a bilateral initiative of the Governments of Nepal (GoN) and Switzerland. The project is implemented through a partnership between the Ministry of Labour, Employment and Social Security (MoLESS), SaMi/Helvetas Nepal as a technical assistance provider, the Foreign Employment Board (FEB) and selected local governments. Through the two first phases of the project (2011-2018) of implementation, SaMi project has been working for access to relevant information, to justice the protection of migrant rights. The project neither intends to discourage Nepali citizens nor does it intend to encourage for foreign employment. It intends to support Nepali potential migrants, both women and men by providing them with accurate and relevant information on foreign employment so that they can make informed decision whether to go for labour migration or not.

The overall goal of the project is “Migrants (Male/Female/marginalized groups) and their families are better protected by Nepali institutions in Nepal and benefit from decent work conditions abroad”. The following are expected outcomes and outputs of the project.

Outcome 1: Women and men migrants and their families, including from marginalized groups, have increased the benefit and mitigated the social implications of migration.

* Output 1.1 Men and women migrants in working palikas access information on how to migrate safely
* Output 1.2 Victims of migration related exploitation and fraud access legal aid and associated services
* Output 1.3 Migrants and families in distress use social support services
* Output 1.4 Migrant acquire skills that are recognized by foreign employers
* Output 1.5 Migrants families have the necessary skills to increase savings and manage remittances
* Output 1.6 Migrants rights advocates have the evidence and skills for effective policy dialogue

Outcome 2: All three levels of government use effective mechanisms for the protection of migrants and their families.

* Output 2.1 MoLESS is strengthened to ensure safe and orderly migration
* Output 2.2 Department of Foreign Employment’s (DoFE) Foreign Employment Information Management System (FEIMS) is expanded and functional
* Output 2.3 FEB has developed a national resource centre for migrants resource center (MRCs) and a mechanism for foreign employment skills development
* Output 2.4 Selected states are strengthened to deliver their strategic and coordination role on Foreign Employment
* Output 2.5 MRC and other palika support to implement Foreign Employment services
* Output 2.6 MRCs support to deliver effective safe migration services

**Addressing skills need for the returnee migrant workers**

COVID 19 pandemic has inflated the global economic crisis leading to job losses of the migrant workers. According to the Foreign Employment Board (FEB) about five hundred thousand migrants’ workers will be returning from GCC, Malaysia and other countries and same number has already returned from India. SaMi adapted its skills training modality to align with Government of Nepal's priority to support the economic reintegration of migrants in domestic employment in FY2077/78. SaMi plans to conduct modular skills training/bridge course to fulfill the skills gap of returnee migrants to prepare them to work efficiently in Nepal.

**2. Objective of the Contract**

As per the ToRs

**3. Activities to be implemented**

Table 1: Activities to be implemented by Consultant

|  |  |  |  |
| --- | --- | --- | --- |
| S.N | Activities | Target group | Target |
| 1 | EXAMPLE |  |  |
| 2 | Provide free-of-cost residential modular training to poor/very poor returnee migrant workers | First Priority: Poor/very poor returnee migrants from SaMi program districts[[2]](#footnote-2) under MoLESS and SaMi/Helvetas Nepal  Second Priority: returnee migrants from other than SaMi project districts | Mason – 120  Shuttering Carpentry – 120  Scaffolding – 80 |
| X |  |  |  |
| X |  |  |  |

While implementing the activities mentioned in Table 1, XXXX will follow the General Conditions of Contract attached as Annex X of this agreement.

**4. Level, Curriculum, Duration and Certification of Training**

CTEVT curriculum will be followed for all trades. For practical, SaMi's criteria will be followed i.e., each trainee should have individual work station for practice. . XXXX will work in close consultation with SaMi/Helvetas Nepal and any other collaborator working together with SaMi/Helvetas Nepal to ensure the skills are relevant for foreign employment.

The total training duration will be of 7-15 days and per day training hours should be minimum of 8 hours. During the training period, sessions on enterprise development will be also incorporated.

XXXX will conduct all the training events in a good quality learning environment and have appropriate trainers, physical facilities equipped with adequate tools, machinery and consumables as described in the General Conditions of Contract (Annex A).

**5. Budget, installments, and invoicing**

For the implementation of the activities mentioned in Section 3, SaMi/Helvetas Nepal will contribute NRs. ………………………… excluding VAT. The detail breakdown of the activity wise budget is attached as Annex XX of this agreement.

***5.1 Disbursement Procedure***

The costs (direct training costs, food & accommodation,) budgeted @ …………………………………………per participant for …………….. trade; shall be paid in two installments as an outcome-based payment:

First Installment: Paid 70% of training cost and 100 food and accommodation cost only of those participants as of below who have successfully completed the training.

For……………………

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S. No. | Description | Total Cost | % Payable | Amount Payable |
| 1 | Training Cost |  | 100 |  |
| 2 | Food & Accommodation (…...days @ ………/day) |  | 100 |  |
|  | Total per person |  |  |  |

* Pre and post assessment cost of assessors will be paid as per the norms of SaMi.
* In modalities 2: transportation cost of the trainees from training center to NSTB, Bhaktapur (both way) during the process of RPL will be paid as per the norms of SaMi
* Only 70% training cost and 100% food and accommodation cost will be paid for the trainees who could not pass the certification test

***5.2 Cost of Travel to and from training center***

Trainings will be conducted in ……………………… at XXXX facility. The travel costs of participants from their respective districts to the training venue and return will have to be borne by the participants themselves.

***5.3 Employment linkage***

TMIs should support and facilitate trainees to link in domestic markets. The cost for employment linkage is not provided.

***5.4 Taxes***

VAT invoice is mandatory. Taxes on payments to XXXX will be deducted as per prevailing tax regulation of Government of Nepal. XXXX needs to submit annual tax clearance certificate of last fiscal year (2076/77) to SaMi/Helvetas Nepal as supplementing document.

***5.5 Conditions for Payment***

XXXX will submit claims, training report, invoice for the payment along with any other relevant supporting documents within 10 days after completion of trainings or within 10 days of the end of contract.

**6. Planning, Monitoring, and Reporting**

***6.1 Planning***

XXXX will submit a quarterly training plan to SaMi/Helvetas Nepal. SaMi/Helvetas Nepal will send participants referred by the Migrant Resources Centers to XXXX and will be part of the trainee selection process wherever feasible.

***6.2 Monitoring - by SaMi/Helvetas Nepal***

SaMi/Helvetas Nepal will carry out regular monitoring of XXXX to ensure the quality of training delivery and other logistical arrangement and will recommend for improvement based on the findings from regular monitoring visits.

Further, SaMi/Helvetas Nepal also reserves itself the right to deploy third-party monitors at any time during the contracting period besides regular monitoring to verify the inputs and outputs reported to SaMi/Helvetas Nepal.

***6.3 Reporting***

XXXX is required to submit following documents to SaMi/Helvetas Nepal

1. The application information of the trainees should be entered into SaMi database within ……….. days after the training start date.
2. Training completion report (within ……… days of training completion along with claim and invoice)
3. Annual progress report (deadline for submission ……………………..)

***6.4 Accounting and Auditing***

XXXX will submit followings to SaMi/Helvetas Nepal:

* Audited reports, tax clearance certificate and organizational registration renewal certificate to SaMi/Helvetas Nepal within …………………… for the contract year,
* SaMi/Helvetas Nepal reserves the right to carry out internal as well as external audit of its funding support under this agreement as required

**7. Insurance of the Staff and Property**

XXXX remains liable for the accidental insurance of human resources and insurance of physical facilities, tools and equipment of the training center as per its own policy.

**8. Evaluation of SaMi/Helvetas Nepal supported activities**

SaMi/Helvetas Nepal shall undertake relevant studies; review meeting, participatory assessment and evaluation of the SaMi supported XXXX activities in consultation with XXXX, as deemed necessary.

**9. Contract review and Amendments**

**9.1 Review**

SaMi/Helvetas Nepal shall review the progress of the agreed activities in three months of signing of this contract and based on the results, take decision on further continuation of the agreed activities in the present contract period. Should there be any changes in the Director, Project focal person and Trainers for SaMi/Helvetas Nepal supported activities, XXXX should immediately inform SaMi/Helvetas Nepal.

**9.2 Amendments**

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.

**9.3 Copyright**

The content and copyright of any reports or other materials - graphic, software or otherwise – which needs to be produced/published by ....................... under this agreement, will be discussed and agreed upon by both parties before printing/publishing.

**10. Political Engagement**

In relation to engagement with political parties, ....................... will ensure that:

* 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

**11. Modification/amendment**

This agreement can be modified/ amended at any time in mutual written agreement between SaMi/Helvetas Nepal and ........................ Any such modification/amendment will be an integral part of this agreement.

**12. Force Majeure**

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.

**13. Termination/Suspension**

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 at least 15 days' written notice.

**14. Resolution of disputes**

This contract is governed by the law applicable in Nepal. Any disputes between SaMi/Helvetas Nepal and XXXX will be first discussed for mutual understanding and settlement. If this effort fails, the matter may be put to arbitration in accordance with the Nepal Arbitration Act. Decision so reached will be final and binding to both parties.

**15. Other Conditions**

XXXX must implement its activities ensuring positive work environment in the organization by complying with the policy guidelines adopted by SaMi/Helvetas Nepal mainly; Basic Operating Guidelines, 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.

To prevent sexual harassment at work, XXXX must ensure a conducive environment in which both men and women can work together without fear and intimidation.

|  |  |
| --- | --- |
| On behalf of SaMi/Helvetas Nepal  ..............................  (………………………..)  ………………………..  Date: ……………………….. | On behalf of consultant  ..................................  (………………………..)  ………………………..  Date: ……………………….. |
| Witness:  Name:  Signature: | Witness:  Name:  Signature: |

(b) Conditions of Contract

**Conditions of Contract (CoC)**

SaMi/Helvetas Nepal, represented through the **Safer Migration Project**, hereinafter called “**SaMi/Helvetas Nepal**” and any contractual individual or body corporate or representative thereof, hereinafter called "**CONSULTANT**" shall commit themselves to comply with the following conditions of General Conditions of Contract (COC):

**I. GENERAL CONDITIONS**

1. The provisions of this COC are supplement to the Agreement (Contract) and the provisions of COC conflicting with the Agreement (Contract) shall be void to the extent of such conflicts.

2. 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.

1. SaMi/Helvetas Nepal alone shall be entitled and responsible for issuing or amending instructions to and entering into any kind of commitment with the CONSULTANT, especially with regard to the contract's duration and results.
2. The CONSULTANT shall, in principle, perform the assignment her/him/itself and shall not subcontract the assignment, partly or fully and without the consent of SaMi/Helvetas Nepal, to third party(s).
3. The CONSULTANT 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 CONSULTANT takes no actions which might favor any third party.
4. The CONSULTANT shall clearly demonstrate that (s)he/it is working-for and on behalf of SaMi/Helvetas Nepal.
5. Part-time contribution of the Consultant team is allowed. However, the CONSULTANT team members shall not perform other tasks or side-line occupations that would go against the objectives of the assignment performed for SaMi/Helvetas Nepal.
6. SaMi/Helvetas Nepal 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 SaMi/Helvetas Nepal to third parties. Such rights in no way change the duty of the CONSULTANT to perform the assignment in accordance with the contract.
7. The CONSULTANT shall submit Annual Audit Report to SaMi/Helvetas Nepal in accordance with the contractual deadlines.
8. The CONSULTANT shall immediately inform SaMi/Helvetas Nepal by the best possible means and ways of any event which could have a negative influence on or endanger the performance of the assignment. The CONSULTANT shall recruit the key experts proposed in the bid. Replacement of proposed personnel will not be allowed. However, in unavoidable circumstances, the CONSULTANT shall propose higher or equally competent personnel for replacement. The CONSULTANT shall seek the acceptance from SaMi/Helvetas Nepal, prior to replacement. In case, SaMi/Helvetas Nepal is not satisfied with the performances of the proposed personnel, it may ask the CONSULTANT to replace such personnel and the CONSULTANT shall abide to this request. In such a case, the new recruited personnel must have equivalent or higher competency and be accepted by SaMi/Helvetas Nepal.
9. SDC is a signatory of the Basic Operating Guidelines (BOGs). This commitment extends to all SDC funded projects in Nepal. The contractor will therefore abide by and participate in the promotion of these guidelines in its activities and communications. The CONSULTANT will also share information it has about any violations of the BOGs with the Employer. 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.

**II. SERVICES TO BE DELIVERED BY THE CONSULTANT**

1. **THE CONSULTANT**

* prepares logistical arrangements for the training events
* ensures that each training event meets the standards as agreed between SaMi/Helvetas Nepal and the CONSULTANT. A copy of the CV and the contract of the trainers must be kept by the CONSULTANT. There must be at least 1 trainer for 10 participants. Groups above 10 participants need to accompany by at least 2 trainers. If there is need of 2 trainers.
* ensures that each trainee receives up to 8 hours training (6 hours of practical session and 2-hours theory) each day. Theory sessions should not be more than an hour a day.
* must 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.
* ensures that trainings are provided on a residential basis
* ensures regular monitoring and quality (technical and management) control of the ongoing trainings
* complies with the training requirements provided by SaMi/Helvetas Nepal as well as occupational safety and health standards as prescribed by SaMi/Helvetas Nepal
* ensures that all the trainees appear and undergo the certification skill test
* mentors and counsels on entrepreneurship development during training
* executes any additional task requested by and mutually agreed with SaMi/Helvetas Nepal

1. **TARGET GROUPS:** the CONSULTANT shall ensure that all participants in the training are returnee migrant workers. It shall seek the enrolment of participants coming from the poorest categories of the populations. Priority must be given to returnee migrants from socially disadvantaged groups and SaMi project implementation districts.
2. **PARTICIPANTS’ DISTRICTS OF ORIGIN AND AGE GROUP:** Priority participants under this contract must be from the SaMi/Helvetas Nepal project districts. However, participants from other districts could be also incorporated into the training events if there are not enough numbers of participants from project districts to meet the target under this contract. All participants should be between 18-45 years of age. 18 years should be considered as 18 years completed (e.g.18 years +1 month means running on 19). Participants who will be 19 in the following month can be considered eligible. In case the age of the trainees exceeds by one or two years, prior written approval should be taken from SaMi/Helvetas Nepal.
3. **NUMBER OF PARTICIPANTS PER TRAINING:** A training batch/program must begin immediately (within a week) once there are a minimum of 5 participants.

The CONSULTANT should provide the detail of each training event, such as, training start date, duration, timing, names of trainers, etc. to SaMi/Helvetas Nepal.

Taking into account the available resources and training facilities of the CONSULTANT (physical infrastructures, tools, equipment and consumables), SaMi/Helvetas Nepal can at any time take actions to limit the number of trainees to be included in an event/program.

**MINIMUM STANDARDS ON FOOD, ACCOMMODATION, TRAINING ENVIRONMENT; SANITATION AND SAFETY:**

1. **FOOD AND ACCOMODATION:** The CONSULTANT has to ensure that the training participants are 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 (toilets and bathrooms).

The CONSULTANT will develop minimum standard and a checklist to regularly monitor the quality of the food and accommodation facility.

1. **TRAINING ENVIRONMENT, SANITATION AND SAFETY:** The CONSULTANT has to ensure that it fulfills the standards (tools, machineries and consumables) recommended for the curricula and/or by SaMi/Helvetas Nepal and order to best prepare the trainees to their working conditions in the country.

The training premises (training hall and workshops for practical training) need to be big enough (as mentioned in annex 6) to freely accommodate at least 20 trainees and to ensure a good learning environment and safety.

The training premises need to be well ventilated, provide enough natural and/ or artificial lighting, protected from rain, wind, direct sunlight and external noise so as to ensure an appropriate learning environment.

The CONSULTANT must ensure unrestricted access of the trainees to proper and clean sanitary systems (e.g. bath, toilets, urinals).

The CONSULTANT must ensure that there is enough clean drinking water to the trainees during the whole training period.

The CONSULTANT must ensure that first aid kits with sufficient basic medicines are in place during the training events and that they are accessible in case of emergency.

The CONSULTANT must ensure that it maintains a minimum safety standard during the training period considering the risk involved in the respective trades (e.g. use of apron/Hi-Viz jacket, mask, protective shields on machinery, gloves, googles etc.). It is up to the CONSULTANT 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.

Before the training event the CONSULTANT must ensure that it provides complete orientation to all trainees regarding the available facilities, safety measures, and precautions during fire, earthquakes or other (natural) calamities.

SaMi/Helvetas Nepal reserves itself the right to check these minimum standards at any time before and during the training process. If the CONSULTANT is found not to comply partially or fully with the above minimum standards, SaMi/Helvetas Nepal will request the CONSULTANT to take corrective actions within a specified time period. If compliance is not met within a given time period, SaMi/Helvetas Nepal may immediately cancel the training event and/or in serious cases stop the collaboration.

1. **PLANNING AND COORDINATION:**

The CONSULTANT WILL:

* plan, budget and implement project activities timely and in a transparent manner
* prepare quarterly and annual work plans for the execution of the project/activities and get it approved by SaMi/Helvetas Nepal
* ensure good coordination with SaMi/Helvetas Nepal and project implementation partners at national and district levels
* maintain complete data of the training event, participants, monitoring, domestic employment and share it with SaMi/Helvetas Nepal.
* support SaMi/Helvetas Nepal team or its representative on programme monitoring & review as well as monitoring/review of financial documents/books of accounts.

1. **HUMAN RESOURCES MANAGEMENT:**

The CONSULTANT WILL:

* provide name lists of the staff involved in SaMi/Helvetas Nepal project implementation
* consult with SaMi/Helvetas Nepal 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.

1. **FINANCIAL MANAGEMENT:**

THE CONSULTANT:

* 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 with SaMi/Helvetas Nepal.

**III. SERVICES TO BE DELIVERED BY SaMi/Helvetas Nepal**

1. SaMi/Helvetas Nepal will deliver following services:

* 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 CONSULTANT
* Provide the agreed resources as per the contractual budget for the effective implementation of SaMi/Helvetas Nepal project activities
* Participate in the CONSULTANT activities for exchange, sharing and learning.
* Monitor the training process particularly the training delivery including adherence to the curricula, OP/OSS, tools, equipment and consumables, training environment, trainer's capacity, results of training by verifying the outputs (i.e. competency of the graduates and the skills test results. SaMi/Helvetas Nepal reserves the right to monitor the trainings by visiting the training venue at any time either by itself or through deployment of third party.
* Ensure the monitoring of the graduates by directly contacting or by contacting his/her family member. This follow-up will be carried out by SaMi/Helvetas Nepal directly or by a third party assigned by SaMi/Helvetas Nepal.
* Support to increase outreach of the training programmes through public announcements and various PR activities if felt necessary
* Timely payment of approved financial claims of the CONSULTANT.
* Support in developing understanding and clarity on Basic Operating Guidelines and other relevant policies applied by SaMi/Helvetas Nepal Swiss Intercooperation Nepal, 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

**IV. REPORTS**

1. Utmost attention shall be paid to the preparation of reports. In addition to an appropriate verbal exchange of information and discussions, the CONSULTANT shall provide written reports as per the requirements of SaMi detailed in the contract.
2. A comprehensive final report shall be submitted by the CONSULTANT after completion of the contractual tasks. The deadline of submission of such report shall be specified in the contract. That report shall be couched in such terms that it may be understood also by persons who do not have professional background in the field of work covered by the agreement. It shall be such that it may be empirically confirmed and assessed and shall contain recommendations for the solution of the problems found.

**V. COPYRIGHT**

1. The content and copyright of any reports or other materials - graphic, software or otherwise – which needs to be produced/published by the Consultant under the assignment will be discussed and agreed upon by both parties before printing/publishing.

**VI. CONFIDENTIALITY**

1. All documents relating to the project which are not publicly available (for instance through the website and HELVETAS publications) or any other documents, information or data entrusted to or produced by the CONSULTANT in connection with the assignment shall be confidential and may neither be used by the CONSULTANT for her/his/its own personal purpose nor made accessible to third parties alien to the assignment without the consent of SaMi/Helvetas Nepal.

2. Should SaMi/Helvetas Nepal allow the CONSULTANT in writing (upon the letter's request) to refer to the assignment for the purpose of advertising, canvassing, introduction or other promotional endeavors, the CONSULTANT shall undertake to mention SaMi/Helvetas Nepal in connection with such references and offer an accurate and true description of the task performed.

3. The CONSULTANT shall require the written consent of SaMi/Helvetas Nepal before making any statements or comments about the assignment and its results through the mass media (press, radio, TV, films).

4. These provisions set forth in this chapter shall remain valid even after the completion of the assignment.

**VI. DEADLINES**

1. The contractually agreed deadlines are firmly set. If the assignment is not completed on the set date and without proper justification, SaMi/Helvetas Nepal can withhold part of the payment.

**VII. INSURANCE**

NA

**VIII. TRAVEL EXPENSES**

NA

**IX. ACCOUNTS**

1. Only the expenses that have been contractually agreed and can be substantiated by the CONSULTANT will be eligible for payment.
2. All the financial transactions between SaMi/Helvetas Nepal and the CONSULTANT will be in Nepalese Currency.
3. Maintain books of accounts and necessary financial evidence as per standard financial norms
4. Carry out audit as per rules and regulations introduced by Government of Nepal and share the annual Financial Audit Report of its overall income and expenditures and Tax Clearance to SaMi/Helvetas Nepal.
5. The final payment by SaMi/Helvetas Nepal shall be due when the final report is duly submitted and approved by and SaMi/Helvetas Nepal.
6. SaMi/Helvetas Nepal 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 CONSULTANT and that collected during the monitoring by SaMi/Helvetas Nepal or the monitoring resource organization/individual assigned by SaMi/Helvetas Nepal.

**X. MISCELLANEOUS**

1. Any amendments to these COC can be made only by the consent of both contracting parties.
2. The contract shall be subject to Nepalese Law. The provisions of the specific contract shall take precedence over those of this COC.

Section-7: List of basic tools and equipment

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1. This is a theoretical example that depicts the logic of “RPL”. The exact list of skills for RPL in masonry as well as in other occupancies eligible for RPL will be detailed by NSTB. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)