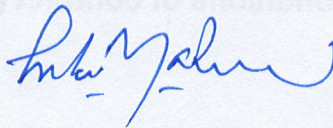


REQUEST FOR PROPOSALS

RFP No.: [0001/2023 REMI]

**Procurement of Consulting Services for
PROVIDING SUPPORT FOR DEVELOPMENT OF FUND MANAGEMENT SYSTEM
AND FINANCIAL GUIDELINES**

Authorized signature:



Office stamp:



Issued by: ReMi/Helvetas Nepal

Issued on: [27.02.2023]

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REQUEST FOR PROPOSAL

Date of first publication: 27 February 2023

The Reintegration of Returnee Migrant Workers (ReMi) Project is a bilateral initiative of the Governments of Nepal (GoN) and Switzerland. The project contributes to the social and economic reintegration of returnee migrant workers in Nepal. The project is funded by the Swiss Agency for Development and Cooperation (SDC), and implemented through a partnership between the Ministry of Labour, Employment and Social Security; respective provincial line ministries and selected local governments in Province One and Madhesh Province, with technical assistance from Helvetas Nepal. The main working areas of the project are men and women returnee migrant workers in project working area establish a stable social and economic situation and the 3-tiers of government implement effective mechanisms to provide reintegration services to returnee migrant workers.

1. ReMi/Helvetas Nepal invites sealed Proposal from the eligible individual consultants for Providing Support for Development of Fund Management System and Financial Guidelines.
2. The detailed RFP document can be obtained by downloading from <https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>.
3. All sealed proposal must be submitted on or before 20 March 2023 **latest by 13:00 hrs**. Proposals/documents received after the deadline shall not be accepted.
4. Proposals will be opened in the presence of applicants/representatives who choose to attend at **14:00 hrs on 20 March 2023** at the office as stated above in clause (2). Proposal must be valid for **90 days** from the date of proposal submission deadline.
5. ReMi/Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.

A handwritten signature in blue ink, consisting of a stylized 'L' shape with a loop at the top.

Section-2: Instructions to Consultants (ITC)

1	General provisions	
1.1	Definitions	<ul style="list-style-type: none"> (a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (b). "Applicable Guidelines" means the procurement guidelines and code of conduct of Helvetas Nepal, Bilateral agreement between Government of Nepal and Government of Switzerland for ReMi project. (c). "Client" means the ReMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant. (d). "Consultant" means legally established professional individual consultant or consulting firm or an entity that may provide 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 Clause 1 (the 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) 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). "Experts" means key experts and non-key experts proposed by consultant. (i). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. (j). "ITC" means the Instructions to Consultants that provides all information needed to prepare and submit their Proposal. (k). "LOI" means the Letter of Invitation being sent by the Client to the Consultants or RFP notice published in the newspaper. (l). "Non-Key Expert(s)" means an individual professional provided by the Consultant who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (m). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. (n). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants. (o). "Services" means the work/task/assignment to be performed by the Consultant pursuant to the Contract. (p). "ToR" means the Terms of Reference that explain the objectives, methodology, scope of work, activities, tasks to be performed, responsibilities of the Client and the Consultant, and expected results and deliverables of the services.

1.2	Introduction	<p>The Client mentioned in the Data Sheet intends to select a consultant through competitive bidding in accordance with the method and criteria of selection specified in the Data Sheet.</p> <p>The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the consultants' expense.</p> <p>The client will provide RFP document and relevant information free of cost.</p>
1.3	Conflict of Interest	<p>The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or ban for future contracts.</p>
1.4	Eligibility	ReMi/Helvetas Nepal permits consultants to offer consulting services as outlined in the Terms of Reference (ToR). The eligibility shall be as stated in the Data sheet.
2.	Preparation of proposal	
2.1	General consideration	The consultant should read, understand the details in RFP and prepare the proposal. If missing of required information result in rejection of the proposal.
2.2	Proposal preparation cost	The consultant should be responsible for all kind of cost incurred in the course of preparation and submission of the proposal. The client shall not be bound to accept or liable to pay incurring cost.
2.3	Language	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
2.4	Documents to be included in the proposal	The Proposal shall comprise the documents and forms listed in the Data Sheet.
2.5	No. of proposal	The consultant shall submit only one proposal through any type of affiliation (sole or joint venture)
2.6	Validity of proposal	The proposal shall be valid for the days/period as mentioned in the data sheet.
2.7	Substitution of key experts	The key experts can be substituted as per data sheet.
2.8	Sub-contracting	The sub-contracting shall be as per the provision of data sheet.
2.9	Clarification of RFP	The consultant may request the clarification of any clauses of the RFP within the deadline mentioned in the data sheet.
2.10	Amendment of RFP	Any amendment in the RFP can be done before the deadline of submission or pre-proposal conference whichever is earlier through same media publication of original notice.
2.11	Technical proposal	<p>The technical proposal should not contain any kind of financial proposal related information and content/text.</p> <p>The technical proposal related documents should be put into a separate envelop and sealed separately.</p>

		The sealed envelope shall be marked or labelled clearly as "Technical proposal".
2.12	Financial proposal	<p>The financial proposal shall be prepared using the standard forms provided under this RFP. The financial proposal includes all kinds of costs required to accomplish the assignment.</p> <p>The financial proposal related documents should be put into a separate envelop and sealed separately.</p> <p>The sealed envelope shall be marked or labelled clearly as "Financial proposal".</p>
2.13	Price adjustment	The price adjustment will be done as per data sheet.
2.14	Taxes	The consultant is responsible for complying all tax liabilities relevant to this assignment and contract.
2.15	Currency	The currency of transaction shall be Nepalese rupees unless specified in the data sheet. The payment shall be made in the currency of transaction.
2.16	Transportation	The consultant shall be responsible for arranging means of transport for all kinds of local travels within the Kathmandu valley.
3	Submission, Opening and Evaluation	
3.1	Submission of proposal	The separately sealed technical and financial proposal should be submitted in an envelope together in hard copy (physically) within the deadline and at the address mentioned in the data sheet.
3.2	Opening of proposals	<p>The sealed technical proposal shall be open on the date/time mentioned in the data sheet in the presence of consultant/representative who choose to attend. Absence of consultant/representative shall not affect the opening of technical proposal.</p> <p>The financial proposal shall remain sealed and safely in the client's custody.</p> <p>Only the financial proposal of consultant who passed the technical proposal shall be opened in the presence of consultant/representative who choose to attend as mentioned date/time in the notification of technical result.</p>
3.3	Evaluation of proposals	The evaluation of the proposal shall be conducted in two stages namely technical and financial evaluation in accordance with the criteria set in the data sheet. The second stage- financial proposal evaluation shall be carried out for the financial proposals opened according to ITC (3.2).
3.4	Method and weightage of evaluation	<p>The method of selection shall be as mentioned in the data sheet.</p> <p>The weightage of technical and financial proposal shall be as mentioned in the data sheet.</p>
4	Negotiation and Contract Award	
4.1	Negotiation	The negotiation will be held at the date/time and address indicated in the data sheet. The negation may not hold in case of everything is satisfied among the contracting parties.
4.2	Award of contract	<p>The highest scorer in the final evaluation combining the technical and financial proposal shall be awarded and signed the formal contract upon assurance of performance guarantee as mentioned in the data sheet.</p> <p>The award shall be cancelled as and when the consultant is declared as criminal by court or blacklisted by PPMO/Government of Nepal.</p>

Section-3: Data Sheet & Evaluation Criteria

CLIENT INFORMATION	
ITC clause Reference	Description
1.2	The name of the Client is: Reintegration of Returnee Migrant Workers Project (ReMi) / Helvetas Nepal
2.4	The RFP document comprises: Section-1: Instructions to Consultants (ITC) Section-2: Data sheet (DS) Section-3: Technical Proposal – Standard Forms Section-4: Financial Proposal – Standard Forms Section-5: Helvetas Fraud related Code of Conduct/Policies Section-6: Terms of Reference (ToR) Section-7: Contract and other templates Section-8: General conditions of contract (GCC) Section-9: Special conditions of contract (SCC)
2.7	Substitution of key experts: After written approval of client, the consultant may substitute the key experts. The new key experts should have the higher quality in terms of qualification, experience, skills and any other relevant factors.
2.8	Sub-contracting: Not allowed
2.9	Clarification of RFP: 7th March, 2023 Email: remi.np@helvetas.org Responses to Clarifications will be provided to all inquiries by 10 th March 2023
2.13	Price adjustment: Not applicable
3.1	Deadline for submission: 20th March, 2023 Address for submission: Reintegration of Returnee Migrant Workers (ReMi) Project Project Support Unit, Dhobighat, Lalitpur, Kathmandu, Nepal Google map code: M8G5+CP Phone: +977 1 5421063, 5437148, 5429929
3.2	Place of opening: Reintegration of Returnee Migrant Workers (ReMi) Project Project Support Unit, Dhobighat, Lalitpur, Kathmandu, Nepal

	<p>Google map code: M8G5+CP</p> <p>Date & time of opening: 20th March, 2023 at 2pm</p>												
3.3	<p>(a) Eligibility criteria:</p> <ol style="list-style-type: none"> 1. Firm registration [copy] 2. VAT registration [copy] 3. Tax clearance certification – 2078/79 [copy] <p>(b) Evaluation criteria: The number of points to be given under each of the evaluation criteria are: <u>100 Points</u></p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>i. General experience of the consultant related to the assignment</td><td>20</td></tr> <tr> <td>ii. Specific experience of the consultant related to the assignment</td><td>40</td></tr> <tr> <td>iii. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td><td>25</td></tr> <tr> <td>iv. Qualifications of the consultant for the Assignment</td><td>15</td></tr> <tr> <td>TOTAL POINTS</td><td>100</td></tr> </tbody> </table> <p>The minimum technical score required to pass: 60</p>	Criteria	Points	i. General experience of the consultant related to the assignment	20	ii. Specific experience of the consultant related to the assignment	40	iii. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	25	iv. Qualifications of the consultant for the Assignment	15	TOTAL POINTS	100
Criteria	Points												
i. General experience of the consultant related to the assignment	20												
ii. Specific experience of the consultant related to the assignment	40												
iii. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	25												
iv. Qualifications of the consultant for the Assignment	15												
TOTAL POINTS	100												
3.4	<p>Method of selection: Quality and Cost Based Selection (QCBS)</p> <p>Weightage of evaluation: Technical (80%) and Financial (20%)</p>												

Section-4: Technical Proposal – Standard Forms

4A. TECHNICAL PROPOSAL SUBMISSION LETTER

Date:

The Team Leader,
Reintegration of Returnee Migrant Workers (ReMi) Project
Project Support Unit, Helvetas Nepal
Dhobighat, Lalitpur, Nepal

Subject: Submission of the Technical Proposal

Dear Sir/Madam:

I, (insert name), the undersigned, offer my services to support the development of fund management system and financial guidelines for the Reintegration of Returnee Migrant Workers (ReMi) project, in accordance with your Request for Proposal published on 27 February 2023 and our Proposal. I am hereby submitting the technical proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the proposal, i.e., before 28 May 2023 (90 days), I undertake to negotiate based on the proposal. The proposal is binding upon myself and subject to the modifications resulting from contract negotiations. I hereby confirm that our proposal is in accordance with the Standard Formats provided in the Request for Proposal (RFP).

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

Sincerely Yours,

Name of Bidder:

Authorized Signature:

Address:



4B. BACKGROUND INFORMATION (Maximum 500 words)

Provide here a brief description of the background and organization of your company **not more than 500 words**.

4C. GENERAL INFORMATION OF CONSULTANT

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

4D. UNDERSTANDING THE OBJECTIVE & EXPECTED OUTCOMES OF THE ASSIGNMENT (Maximum 1000 words)

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). Please do not repeat/copy the TORs in here. The description should **not be more than 1000 words**.

4E. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE (Maximum 500 words)

Please provide any suggestions or clarifications on the Terms of Reference, or any notes for consideration with regards to suggested implementation strategy, timing, scope of the assignment, etc. The description should **not be more than 500 words**.



4F. SPECIFIC EXPERIENCES RELATED TO THE ASSIGNMENT

Please list out your specific experience related to this assignment in chronological order (most recent first)

4G. FORMATS OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL CONSULTANT

Name of Consultant: _____

Phone /Mobile No.: _____

Date of Birth: _____

Education:

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

Qualification	Institute/School/College	Year of Completion

Experience:

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

Designation and Duration	Organization	Major tasks performed

Certification:

[Summarize relevant certification successfully completed by consultant]

Training/course of certification	Institution	Duration and Date

Professional membership/affiliation:

[Summarize relevant membership/affiliation held by consultant]

Membership/affiliation	Institution/authority	Duration and date

Declaration:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and myself.

[Signature of consultant]

Stamp: _____

Date:
[DD/MM/YYYY]



4H. ACTIVITY (WORK) PLAN

Please briefly describe your major planned activities to be started from April 2023 for the implementation of the assignment and outline those activities in the given format below. The proposed work plan should be consistent with the approach and methodology, showing your understanding of the TOR. A list of the final documents (including reports) to be delivered should also be included in the plan

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



Section-5: Financial Proposal – Standard Forms

5A. FINANCIAL PROPOSAL SUBMISSION LETTER

Date:

The Team Leader,
Reintegration of Returnee Migrant Workers (ReMi) Project
Project Support Unit, Helvetas Nepal
Dhobighat, Lalitpur, Nepal

Subject: Submission of the Financial Proposal

Dear Sir/Madam;

I, the undersigned, offer my services to provide the services of 'Support for development of fund management system and financial guidelines for Reintegration of Returnee Migrant Workers (ReMi) project', in accordance with your Request for Proposal published on 27th February 2023 and our Proposal. The attached Financial Proposal is for the sum of NRs. (Amount in words).

The Financial Proposal shall be binding upon myself subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., 18 June 2023 (90 days).

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

Sincerely Yours,

Authorized Signature:

Name of the Consultant:

Address:



5B. DETAILED BREAKDOWN OF COST

Financial Proposal for providing

Support for development of fund management system, financial guidelines and training curriculum for ReMi project

Name of the consultant:

Address:

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

SN	Cost Items	Rate per day (NRs.)	Total number of days	Total cost	Remarks
A.1	Public Finance Management Guidelines cost				
A.1.1	Remuneration for Consultant				
A.1.2	Other cost (other than remuneration and reimbursable cost mentioned in below note-if any)				
A.2	VAT @13% of A.1				
A.3	Total cost				

Note:

1. Reimbursable cost (Travel, DSA and hotel accommodation cost) will be as per the ReMi/ Helvetas Nepal norms.

Authorized Signature

Date:





Code of Conduct for Contracted Parties

Final version February 2020

Scope of this Code of Conduct

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

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

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

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

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

¹ Organisational Strategy HELNETAS Swiss intercooperation

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 sensitization, 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 organizational strategy. Contracted parties are expected to regularly reflect upon own actions and behavior and those of subcontractors. Contracted parties, their employees and subcontractors commit to abide by the national laws, as citizen or resident of a specific country or as a short-term visitor.

Use of competences, means and assets

Contracted parties, their employees and subcontractors contribute with their competences and capacities to the objectives of the collaboration. They commit to make use of available means and assets effectively and efficiently, according to legal stipulations, internal regulations, contractual agreements and in conformity with project goals.

Culturally sensitive behaviour

Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behavior and statements. Contracted parties, their employees and subcontractors must respect local norms and conventions in contacts with authorities, partners and local people. They must respect the customs and culture of the country of cooperation in appearance and manner of dress, behavior, and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behavior, insulting, or accusing statements, or spreading rumors.

Inter-personal relations and professional conduct

Contracted parties, their employees and subcontractors must have respectful, fair and equitable relations with all persons



irrespective of their age, origin, language, religion, culture, social position, physical ability or sexual orientation.

They are aware of their privileged and often powerful status vis-à-vis other actors and must refrain from abusing any hierarchical, material, or social position in any way.

They never request any service or favour from primary stakeholders or other persons of concern in return for support or protection. They never engage in any exploitative relationships – sexual, emotional, financial, or employment-related – with primary stakeholders or other persons of concern.

They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.

Protection of children and youth

Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child.²

Mobbing and sexual harassment

Contracted parties, their employees and subcontractors abstain from mobbing³, sexual or sexist harassment⁴ of colleagues, partners, or any other person.

Conflict of Interest and duty of disclosure

Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organizational or personal interests. Therefore, they must make own interests transparent and avoid any behavior which could be perceived as biased in favor own interests.

Fraud and corruption and accepting gifts or other benefits

Contracted parties, their employees and subcontractors must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material, and intellectual assets to which they have access in relation with the HELVETAS mandate for personal gains or for third parties.

They do not accept gifts, invitations or other favors that may afford them or third parties an unfair material or immaterial

² <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

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

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



	<p>advantage, or that may compromise their integrity, freedom of action, or impartial judgement.</p> <p>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.</p>
Safety, Security & Health	<p>Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation.</p> <p>Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.</p>
Environmental and Social Safeguarding	<p>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.</p> <p>Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability.</p> <p>Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.</p>
Public appearances and use of non-public information	<p>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.</p> <p>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.</p> <p>In public communication they must provide explicit reference to the sources of the information/experiences.</p> <p>They must refrain from making accusations, provocative statements or spreading rumors. They give due consideration to their cooperation with HELVETAS and to its interests in their communications, particularly via the internet or social media.</p>

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

Any person working for a contracted party of HELVETAS who feels under pressure to act in a way that runs counter to this Code of Conduct, or who witnesses violations of the same, must inform either the management of the contracted party and/or

HELVETAS. The contracted party is obliged to share the reported cases and action taken with HELVETAS.

The whistleblowing policy (e.g. whistle-blower protection) of HELVETAS applies to all employees worldwide and to persons working for contracted parties. All concerns will be treated confidentially, and every effort will be made not to reveal the identity of the whistle-blower. The policy is publicly available on HELVETAS' website and the specified contacts are accessible for anyone.

Consequences of a violation of this Code of Conduct

In case of breach of this Code of Conduct by contracted parties, their employees and subcontractors, HELVETAS expects them to sanction misbehaving persons similar to HELVETAS' measures. These sanctions range from requesting apologies, written warnings to dismissal of guilty persons. In serious cases or if no appropriate sanctions are taken, HELVETAS reserves the right to end the collaboration, ask for compensation of financial losses or to pursue legal action.

Final Remarks

HELVETAS encourages its contracted parties to create their institutional codes of conducts and related policies and regulations, including internal reporting procedures that enable their employees and subcontractors, as well as third parties, to promote professional, respectful, inclusive and secure working conditions; and safely report instances of wrongdoing to the management or to an independent body.

HELVETAS is committed to mutual transparency and learning on any aspect of this Code of Conduct. HELVETAS is therefore available for consultation in cases of doubt or questions relating to the Code of Conduct.

This Code of Conduct is issued in French, English and Spanish. In case of any doubts, the English version prevails.

Read and agreed.

Name of the contracted party:

Name of signatory of contracted party:.....

Place and date

Signature:



Section-7: Terms of Reference (ToR)

Consultant – Support for development of fund management system and financial guidelines for Reintegration of Returnee Migrant Workers (ReMi) project February 2023

Background

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

The project contributes to the sustainable reintegration of returnee migrant workers wherein the drivers of (re)migration are addressed as a result of economic self-sufficiency, social stability and psychosocial well-being, including development of income generating activities (e.g. job or self-employment), re-establishment of social networks in his/her community of origin. The project also seeks to strengthen government institutions to have clarity on their mandate based on the existing frameworks and (yet to be developed) reintegration policies, and have the necessary capacities, including sufficient financial and human resources, to fulfil their responsibilities. Finally, the project will facilitate the collection and compilation of standardized data on migrants' returnees to inform planning and policy making on reintegration of returnee migrant workers.


The ReMi Project works towards the goal that returnee migrant workers have re-established themselves in Nepal and actively participate in social, cultural, economic, and political life. The following outcomes will contribute to achieving this goal:

Outcome 1: Men and women returnee migrant workers in project working area establish a stable social and economic situation.

Outcome 2: The three tiers of government implement effective mechanisms to provide reintegration services to returnee migrant workers.

FUND MANAGEMENT

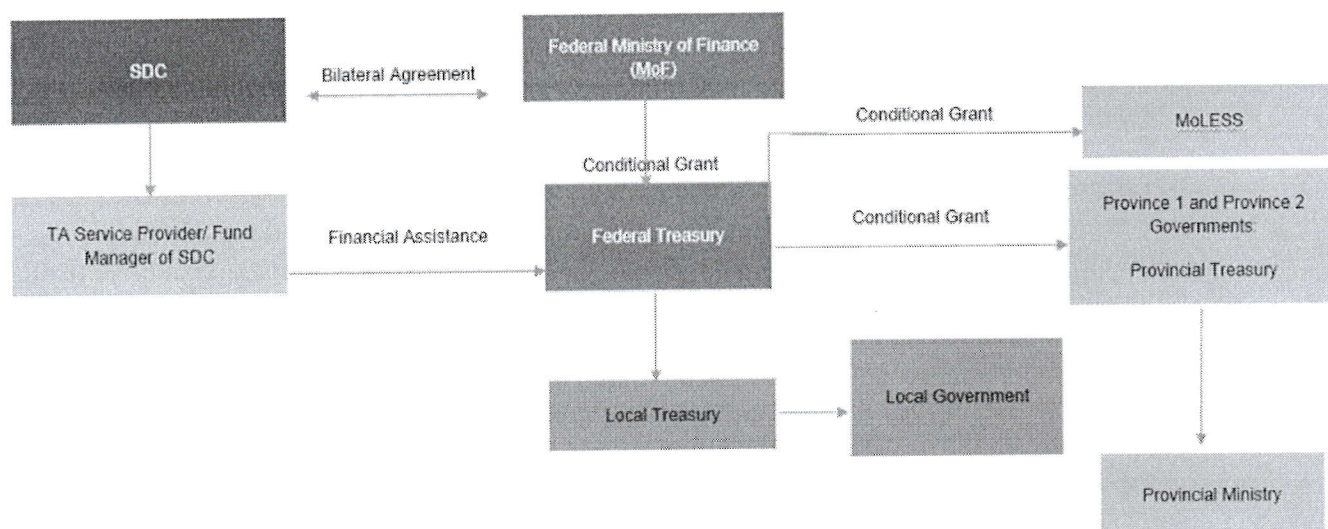
As per the bi-lateral agreement, Helvetas Nepal acts as both the Technical Assistance provider, as well as the **fund manager** of SDC on the ReMi Project, i.e. on behalf of the Government of Switzerland, Helvetas Nepal transfers conditional grants of up to 43% of the total budget to the Government of Nepal through the Federal Treasury, and in line with Red Book Regulations. The contribution from the project to the Government of Nepal is expected to increase progressively during the project period, with subsequent contributions from local and provincial governments.



The additional contributions and the resulting budget will be adjusted after review in each subsequent years of the project.

The conditional grants are to be transferred as follows (also see diagram below):

- (i) at federal government level to the Ministry of Labour, Employment and Social Security (MoLESS)
- (ii) at provincial government level (and through the provincial treasury) to the Ministry of Social Development (MoSD) at Province One and Province Madhesh (or the relevant line Ministry engaged on the topic of reintegration of returnee migrant workers)
- (iii) at local government level (and through the local treasury) to 20 local governments (LGs) – 10 in each province.




2. Objectives:

Helvetas Nepal seeks to hire a Public Finance Management (PFM) expert to support the ReMi project to refine the systems in place to effectively deliver its role as 'fund manager'. The primary objective of the assignment is to support the team to develop a fund management system for the ReMi project, including the development and introduction of financial guidelines, control systems, and financial reporting and monitoring systems.

Specific Tasks of the assignment

- i. Consult with stakeholders including ReMi team, Helvetas Nepal Country Office, SDC, MoLESS, MoF and other government partners to assess the situation in consultation with ReMi team, Helvetas Nepal Country Office, SDC, MoLESS, MoF and other government partners on:
 - a. terms and conditions of the fund management role, including clarity on Fund Manager role, as well as limits of accountability and responsibilities – such as fiduciary responsibilities, etc.

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- b. existing financial systems and reporting requirements of partners (including MOLESS, Ministry of Finance, Finance Comptroller General Office of Nepal (FCGO), Province Treasury Controller Office (PTCO) and District Treasury Controller Office (DTCO), 2 provincial ministries and 20 local governments.
- ii. Develop fund management guideline for REMI including:
- a. detailed elaboration on the fund management diagram (shown above), showing clarity of:
- how and when funds will flow from TA to respective spending units and if there could be any fund flow between different spending units (for example, can the province provide part of its conditional grant to any local government, and if yes, how will that work)
 - how and when the reporting of the expenditure shall be done (including elaboration on templates/formats)
 - clear procedure with timeline for the unspent fund at the end of the fiscal year
- b. Fiduciary risk assessment and fiduciary risk management:
- develop control mechanisms to mitigate fiduciary risks (without adding very many reporting requirements on part of the government spending units), already as part of the fund management guideline.
 - understanding of the audit results of the government units and ways to deal with the result, including timelines for audit as well as a timeline for resolution.
- iii. Develop financial guidelines for governments (MoLESS, MoSD in two provinces and 20 LGs), in line with Section 9 of intergovernmental fiscal transfer Act 2017, and current applicable laws and regulations (Arthik Karayabidhi Tatha Bitaiya Utterdaitwa Ain 2076 and Niyabmballi 2077, MoF Karaya sanchalan Nirdeshikia 2077) etc. – which would be included as part of a joint MOU, and should include:
- a. Recommendation to support the development of annual budget and YPOs.
- b. Reporting requirements and channels
- c. Conditions for fund disbursement (in a practical way, so as to not impede project implementation)
- iv. Continuous coaching and back-stopping to REMI team for:
- a. Develop training curriculum on finance management and reporting to be used by REMI-PSU for the training and coaching of the finance/reporting officers at implementing governments ((MoLESS, MoSD in two provinces and LGs)
- b. Review and provide feedback on legal documents, such as MOUs with (government and non-government) partners.
- c. Support REMI team and partners on budget development, aligned to GoN requirements (including LMBIS)
- d. Follow up with government partners on the above for guidance.
- e. support for progress monitoring and reporting (from public finance perspective), including review of reports and feedback.
- 

f. review and adjust guidelines as required.

3. Scope of Work:

1. Desk-Review and meeting key stakeholders of the process based in Kathmandu including:
 - a) ReMi team, together with Helvetas Nepal Country Office – finance management
 - b) SDC/Embassy of Switzerland
 - c) Other projects (SDC-supported or other) following similar finance management process
 - d) MoLESS, including officers related to finance management and reporting
 - e) Ministry of Finance, Finance Comptroller General Office of Nepal (FCGO)
 - f) Office of the Auditor General
2. Preliminary visits to Province 1 and Madhesh Province, including discussion with the following stakeholders:
 - a) relevant officials at the respective line ministries.
 - b) relevant finance and audit related officials, including Province Treasury Controller Office (PTCO) and District Treasury Controller Office (DTCO)
 - c) one joint consultations in each province with officials responsible for project & budget management, monitoring and reporting from the 10 project LGs from
3. Development of draft guidelines ((i) fund management guidance for ReMi, and (ii) Financial guidelines for GoN agencies) based on all the above consultations, including initial review and feedback with ReMi team.
4. Presentation of draft Financial guidelines to Project Coordination and Implementation Unit – Province level (PCIU-P), and key stakeholders from 2 provinces for feedback, review and clarifications.
5. Presentation of draft guidelines to Project Coordination and Implementation Unit – Federal level (PCIU-F), and key stakeholders from 2 provinces for feedback, review and clarifications.
6. Incorporation of feedback and second draft of guidelines reviewed by ReMi team.
7. Development of training curricula on finance management and reporting based on draft guidelines, including consultation and review with Helvetas/ReMi, SDC, MoLESS and MoF
8. Joint inter-government consultation on final guidelines and training curricula; including incorporation of feedback.
10. Finalization of key documents:
 - a) Fund management guidance for ReMi
 - b) Financial guidelines for GoN partners
 - c) Training curricula on finance management and reporting, including related training tools and materials
 - d) Final report with recommendations for way forward

4. Timeframe:

The assignment is anticipated for a maximum period of 6 months from the start of the contract date – ideally commencing in early April 2023.

The exact schedule and number of working days, along with other terms and conditions of the assignment, will be determined upon further discussion and in advance of signing the consultancy contract.

5. Output and Deliverables:

1. Desk Review report and work-plan, within two months of signing contract
2. Presentation of draft fund management guideline to ReMi/Helvetas, and presentation of draft financial guidelines to PCIU-F
3. Finalization of key documents:
 - a. Fund management guidance for ReMi *in English*
 - b. Financial guidelines for GoN partners *in Nepali*
 - c. Training curricula on finance management and reporting, including related training tools and materials *in Nepali*
 - d. Final report with recommendations for way forward *English*


By the end of the consultancy, the following outcomes are expected:

- a. Key stakeholders of ReMi project have a common understanding and agreement of the respective roles and responsibilities, including fund disbursement channels, fiduciary risks, conditions for ReMi conditional cash grants and reporting requirements.
- b. ReMi/Helvetas Nepal team has a sound understanding of project fund management, including monitoring of funds disbursed to ReMi-implementing GoN agencies at federal, province and local levels.
- c. Respective GoN agencies are clear about expected requirements of ReMi conditional cash grants and have established required financial monitoring and reporting systems.

6. Reporting requirements:

Documents including templates, formats etc. that are part of the fund management guidelines and financial guidelines for shall be submitted in editable Microsoft Office Word Version, Microsoft excel Version (for templates where applicable) and editable PDF Version, and in hard copies (2 copies) and in soft copy. The soft copy should not be secured with password(s) to allow printing or copy and paste of extract from the reports.

All the outputs and deliverables shall be written in English and Nepali language as indicated in Section 5 (Output and Deliverables) and should be presented in a format acceptable by ReMi.



The Consultant will have to submit all the deliverables where applicable, in draft form (in soft format -45MS Word) in the first instance, and should thereafter incorporate any comments ReMi may submit, prior to their finalization. Draft reports and documentation would have to be submitted at least 2 weeks before the final reports/documentation are due so that ReMi will have ample time for review. Final payment will be made only on the final deliverables, and these final deliverables should be to the satisfaction of ReMi.

7. Team composition:

This assignment is expected to be completed by an individual consultant possessing the below mentioned competencies:

- A University degree in Economics, Finance, Accounting, Public Policy, and Administration or equivalent
- At least 3-5 years of practical experience working in public finance management
- Knowledgeable about current issues/methods/approaches in financial management, specifically those relating to the public sector, including transfer of conditional grants and an understanding of various financial management information systems (LMBIS/ CGAS/Sutra etc)
- Ability to conceptualize, design, implement and supervise Public Finance Management capacity building initiatives.
- Registered in VAT


8. Payment Model and Budget:

Payments will be made in three installments:

- i. 1st installment upon submission of desk review report (20% of the contract amount)
- ii. 2nd installment upon submission of draft guidelines and training curriculum as mentioned in Section 4 of this TOR (40% of the contract amount)
- iii. Final installment upon completion of deliverables listed under section 4 and upon submission of other required reports/documents (40% of the contract amount)

All transportation costs and administrative costs within the Kathmandu valley related to the execution of the assignment are to be borne by the consultant. For travel outside of the valley, ReMi / Helvetas Nepal will be responsible to manage all the associated travel and accommodation costs of consultant as per Helvetas Nepal policy. In case workshops/events all costs related to participants and materials will be borne by ReMi / Helvetas Nepal.

The consultant will be responsible to have the insurance coverage (such as medical, accidental and terrorism) of the consultant and staffs who are involved in delivering the agreed tasks under this contract. ReMi/ Helvetas Nepal will not be responsible to cover any costs that may occur to the consultants and their staffs involved under this assignment.



B. CONTRACTUAL PROVISION AND CONTRACT TEMPLATES

Section-8: Contract and other templates

Section 9: General conditions of contract (GCC)

Section-10: Special conditions of contract (SCC)

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Contract

#.....

Between
Helvetas Nepal
and
Supplier/Vendor/Consultant

for
Supply/Delivery/Study/Investigation/
Intellectual service



FORM OF CONTRACT

This contract (hereinafter called the "Contract") is made on the day of the ...(month)... of 2023 between M/s ReMi/Helvetas Nepal (hereinafter called the "Client") on the one hand, and M/s (hereinafter called the "Consultant") on the other hand.

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this contract:
 - (a) The General Conditions of Contract (GCC)
 - (b) The Special Conditions of Contract (SCC)
 - (c) Annexes:
 - Annex- A: Terms of Reference
 - Annex- B: Key Experts
 - Annex- C: Minute of Negotiation Meetings
 - Annex -D: Form of Advance Payments Guarantee Template

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Annex-A; Annex-B; Annex-C; Annex-D; Annex-N.

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

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:



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

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 *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name, title and signature]

Date:



Section 9: General Conditions of Contract (GCC)

A. GENERAL PROVISIONS


1. Definitions

Unless the context otherwise requires, the following terms whenever used in this contract; will have the following meanings:

- (a) "Applicable Guidelines" means the procurement guidelines and code of conduct of Helvetas Nepal, Bilateral agreement between Government of Nepal and Government of Switzerland for ReMi project.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in Nepal and relevant amendments.
- (c) "Client" means the ReMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant.
- (d) "Consultant" means legally established professional individual consultant or consulting firm or an entity that may provide the Services to the Client under the Contract.
- (e) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (f) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. Provision of Sub-consultant shall be outlined in the **SCC**.
- (g) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (h) "Contract" means a legally binding written agreement signed by the Client and the contract.
- (i) "Party" means the Client or the Consultant who agrees contractual clauses and signs the agreement.
- (j) "Day" means a working day or as specified in the **SCC**.
- (k) "Effective Date" means the date on which this contract comes into force and effect.
- (l) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or JV member(s) assigned by the consultant to perform the Services or any part thereof under the Contract.
- (m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant's proposal.



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- (n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
 - (o) "Joint Venture (JV)" means an association with a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly legally liable to the client for the performance of the Contract. JV provision is as outlined in **SCC**.
 - (p) "Foreign Currency" means any currency other than the currency of the client's country.
 - (q) "Government" means the government of Nepal (GoN).
 - (r) "Local Currency" means the currency of Nepal (NPR).
 - (s) "Agreed" means any relevant matters communicated in writing and mutually agreed by the parties.
 - (t) "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

- 2. **Applicable law** Applicable Law shall be as provisioned in **SCC**.
 - 3. **Language of contract** RFP, contract, and any other relevant communication shall be done in the language specified in **SCC**.
 - 4. **Use of stationary** Plain paper
 - 5. **Communications** Any communication required pursuant to this contract shall be in writing in the language of contract. Verbal communication between the parties or representatives shall not be the part of this contract.
 - 6. **Location** The Services shall be performed at or as are specified in **SCC** or place approved by client.
 - 7. **Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the client or the consultant may be taken or executed by the officials specified in the **SCC**.
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B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 1. Commencement of Contract** This contract shall come into force and effect on the date of the client's notice to the consultant or specified in the **SCC**.
- a. Commencement of Services** The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 1. Modifications [Variations, Time extension etc]** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. The modification may apply in the situation of Force Majeure but not limited to.
- 2. Termination** This Contract may be terminated by either Party as per provisions set up below:
- a. By the Client** The Client may terminate this Contract in case of the occurrence of any of the events specified in the following
- (a) If the Consultant fails to comply required quality and stipulated time.
 - (b) If the Consultant breach the applicable law and guidelines under this contract.
 - (c) If the Consultant fails to comply code of conduct of the client especially zero tolerance related provisions.
- b. By the Consultant** The Consultant may terminate this Contract in case of the occurrence of any of the events specified in the following
- (a) If the Client fails to pay any payment as per contract.
 - (b) If the consultant fails to accomplish the assignment due to force majeure.
 - (c) If the Client is in material breach of its obligations pursuant to this Contract.
- e. Payment upon Termination** Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for services satisfactorily accomplished and approved by client.
 - (b) any reimbursable expenses/costs already paid by consultant approved by client.



C. OBLIGATIONS OF THE CONSULTANT

3. General

- a. Standard of Performance The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with the third parties.
- b. Law Applicable to Services The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts comply with the Applicable Law.

4. Conduct of Consultants

The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and Applicable law and guidelines.


The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :

- (i) give or propose improper inducement directly or indirectly,
- (ii) distortion or misrepresentation of facts
- (iii) engaging or being involved in corrupt or fraudulent practice
- (iv) interference in participation of other prospective consultants.
- (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract

5. Confidentiality

The Consultants, and the Personnel of either of them shall not, either during the term or within ten (10) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.



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| 6. Liability of the Consultant | Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law. |
| 7. Insurance | The Consultant shall be responsible for ensuring the prevailing regulations (labor act or other relevant act) for personnel insurance such as GPA and any other insurance and implantation accordingly or as provisioned in SCC . |
| 8. Reporting Obligations | The Consultant shall submit to the Client the reports and documents specified in ToR , in the form, in the numbers and within the time periods set forth. |
| 9. Proprietary Rights of the Client in Reports and Records | Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents, and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same information unrelated to this Contract without prior written approval of the Client. |
| 10. Equipment, Vehicles and Materials | Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination/expiration of this Contract, the Consultant shall make available to the Client or must handover to the client. |
| 11. Description of Key Experts | The title agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in ToR . |
| 12. Replacement of Key Experts | <p>Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p> |
| 13. Approval of Additional Key Experts | If during execution of the contract, additional Key Experts are required to carry out the services, the consultant shall submit to the client for review and approval of their CVs. Client may consider such proposal based on the careful assessment and notify to consultant for implementation. |
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| 14. Replacement/
Removal of Experts
– Impact on
Payments | Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. If exceeded the consultant should bear all such costs. |
| 15. Working Hours,
Overtime, Leave,
etc. | <p>Working hours and holidays for Experts are set forth in Financial Proposal. To account for travel time to/from the client's country, experts carrying out services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Financial Proposal.</p> <p>The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Financial Proposal, and the Consultant's remuneration shall be deemed to cover these items.</p> <p>Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p> |
| 16. Transportation | The consultant shall be responsible for arranging means of transport for all kinds of local travels. |

E. OBLIGATIONS OF THE CLIENT

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|----------------------------------|---|
| 17. Assistance and
Exemptions | <p>Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none">(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. |
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- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
 - (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
 - (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

18. Access to Project Site

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

19. Payment Obligation

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

F. SETTLEMENT OF DISPUTES

20. Amicable Settlement

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

21. Dispute Resolution

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

G. DISCONTINUANCE

22. Discontinuance

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



Section 10: Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments and supplements to clauses in the GCC
A(1-f)	Sub-consultant: Not allowed
A(1-j)	"Day" means working day
A(1-o)	JV: Not applicable and not allowed
A(2)	Applicable law: prevailing laws in Nepal
A(3)	Language use for this contract: English
A(6)	Location of service to be performed: ReMi project area or as per the communication of client to consultant.
A(7)	Authorized representative of the Client: Buddhi Ram Chaudhari Authorized representative of the Consultant: <i>[to be mentioned as per proposal of consultant later while signing the contract]</i>
B(1)	Contract commencement date: 10 April 2023
C(6)	Liability of the consultant: No further requirements.
C(7)	Insurance policies to be confirmed by consultant: No further requirements.
C(9)	Proprietary rights: No further requirements.
E(17)	Obligation of client: No additional obligations
F(21)	Dispute settlement: Mutual understanding

