

Request for Proposal

for

the procurement of consulting services
for
**Mapping Recruitment Agencies Practices
Against Fair Recruitment Principles**

Contract No: SaMi/.....

Issued by:

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

April 2022



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Section-1: Letter of Invitation

INVITATION FOR PROPOSAL

Invitation for Proposals for Mapping Recruitment Agencies practices against Fair Recruitment Principles

Date of first publication: 27 April 2022

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

SaMi intends to call for proposals from the eligible consultant (a research organizations specialized in migration sector) to conduct a study on **"Mapping Recruitment Agencies Practices Against Fair Recruitment Principles"**.

1. Request for Proposal (RFP) is made available at:
<https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>
2. Interested organizations/firms must fulfil the minimum requirements listed in RFP.
3. Proposal must be submitted latest by **10 May 2022 before 5 PM to SaMi/Helvetas Nepal office.**
4. **Pre-Proposal meeting (Virtual) will be held on 3 May 2022 at 2 PM. Interested consultants should confirm their participation at sami.np@helvetas.org to obtain the virtual meeting ID latest by 2 May 2022 before 4 PM.**

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

Safer Migration (SaMi) Project /Helvetas Nepal

Lalitpur-3, Dhobighat, Lalitpur
G.P.O. Box - 688, Kathmandu, Nepal
Telephone: +977-1-54 21 063, 54 37 148
Email: sami.np@helvetas.org



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

2.1 General Provision

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

	<p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. In the following situation it is declare as conflict of interest.</p> <ol style="list-style-type: none"> If board member of the consultant is engaging in more than one Proposer under for this selection process. If board member of the consultant is currently punished as criminal by law of Nepal. If consultant has close business or family relationship with a professional staff of the client.
2.1.4 Eligibility criteria	<p>Consultant have to mandatorily submit the following documents in same order with the Proposal document:</p> <ol style="list-style-type: none"> Authorization letter to represent the organization for this RFP (<i>Format given in Section 7</i>) Registration Certificate Organization renewal PAN/VAT Certificate Experience certificate or Contract Agreement/Work certificates/Summary report from previous clients: <ul style="list-style-type: none"> Minimum five years' work experience in research or survey or review conducted. Minimum 3 projects accomplished in past in the field of migration sector. Tax Clearance of FY. 2076/77 and 2077/78 Audit Report of FY. 2076/77 and 2077/78 (Minimum annual average turnover of 2.5 million) Letter of self-declaration by board of directors of non-involvement in proven corruption cases and neutrality from the political parties/affiliation (<i>Format given in Section 7</i>) <p><i>Failure to submit the mandatory documents listed above shall be disqualified.</i></p> <ol style="list-style-type: none"> Consultant must not be blacklist by Government of Nepal while signing the formal contract.

2.2 , Preparation of proposal

2.2.1 General consideration	<p>The consultant required to study, understand all the contents of this RFP to prepare the proposal accordingly.</p> <p>The Consultants shall write/type rates in figures and words clearly. In case of contradiction between words and figure, words shall prevail.</p> <p>While quoting rates, Consultants will not be allowed to use correcting fluid or other erasing materials; neither Consultants will be allowed to overwrite the quoted rates. It may result into rejection of the Proposal document. In case of mistakes in rates, the Consultants is to simply cross the rates and shall re-write the rates and bear the initials of authorized signatories.</p> <p>Proposals received after expiry of submission date shall not be considered as valid.</p>
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2.2.2 Cost of preparation of proposal	(a) All the expenses incurred in preparing and submitting the Proposals shall be Consultants' responsibilities. (b) Client is floating RFP document free of cost.
2.2.3 Language	(a) The language of proposal shall be written in English and also correspondence/documents relating to this proposal should be in English unless restricted by the local law. (b) Proposal amount shall be quoted in Nepalese Rupees and payment shall be made in Nepalese Rupees.
2.2.4 Proposal comprises	The proposal should comprise the documents, forms, certificates listed in the Data Sheet .
2.2.5 One proposal per consultant	The Consultant shall submit only one Proposal in its own name only. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
2.2.6 Validity of proposal	Proposal shall remain valid for a period of 90 days after opening of the Proposals
2.2.7 Clarification and RFP amendment	Consultants will obtain clarification about RFP Document by emailing to sami.np@helvetas.org latest by 5 May 2022 will publish composite queries and responses on Helvetas website where notice was published.
2.2.8 Pre-proposal conference	Pre-proposal conference will be conducted on the date, time and venue as specified in Data sheet .

2.3 Submission, Opening and Evaluation

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

2.4 Evaluation Criteria

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

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

2.4.2 Financial Evaluation Criteria: Resources required to implement the research study

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

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

2.5 Negotiation and Award

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


SaMi
 Safer Migration Project

2.6 Data Sheet

A. General	
ITC ref#	
i.	Name of the Client: SaMi/ Helvetas Nepal
ii.	A Pre-Proposal meeting will take place on the following: Date : 3 May 2022 Time : 2 PM, Tuesday Venue : Online (Virtually through Microsoft teams) Note : Interested consultants should confirm their participation at sami.np@helvetas.org to obtain the virtual meeting ID latest by 2 May 2022 before 4 PM
B. Preparation of Proposals	
i.	The Proposal shall comprise the following: Envelope with the Proposal: (1) Power of Attorney to sign the Proposal (2) TPF-1 (3) TPF-2 (4) TPF-3 (5) TPF-4 (6) Financial proposal form (FPF) (7) As per ITC (2.1.4) Eligibility criteria related all documents
ii.	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
iii.	Clarifications may be requested no later than 5 May 2022 The contact information for requesting clarifications is: E-mail: sami.np@helvetas.org
C. Submission, Opening and Evaluation	
i.	The Consultant must submit: (a) Proposal (Technical and Financial): one (1) original and one (1) copy
ii.	Hard copies of Sealed proposal must be received at the address below no later than: Date : 10 May 2022 Time : on or before 5 PM Venue : SaMi/Helvetas Nepal Lalitpur – 3, Dhobighat Telephone: +977-1-54 21 063, 54 37 148

iii.	Opening of proposal will take place on the following: Date : 11 May 2022 Time : 10 AM, Wednesday Address : SaMi/Helvetas Nepal Lalitpur – 3, Dhobighat, Lalitpur Telephone: +977-1-54 21 063, 54 37 148
iv.	An online option of the opening of the proposal is offered: No
v.	Proposal shall be evaluated according to the Quality and Cost Based Selection - QCBS (technical - 80%, financial - 20%) method.
vi.	Modification of proposal is as follows: Once proposal is submitted there will be no modification and withdrawal.
D. Negotiations and Award	
i.	Expected date and address for contract negotiations: Consultant will be informed by the Client.
ii.	Performance guarantee shall be in the following: Not applicable
iii.	Price adjustment provision including remuneration: Not applicable
iv.	Contract period: 90 days from the date of contract commencement date. Please be specific with every planned activity and provide the cost estimation of every activity as detailed as possible.



Safer Migration Project

Section-3: Terms of References (ToR)

Terms of References for Consultancy Service

Mapping Recruitment Agencies Practices Against Fair Recruitment Principles

1. Background

The Safer Migration (SaMi) project is a bilateral initiative of the Governments of Nepal 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 152 local governments (LGs) of 38 districts, with Helvetas Nepal providing technical assistance.

SaMi project initiated the development of training courses to provide skills training to potential migrant workers in line with the competencies required by employers in the destination countries. About 11,000 prospective migrant workers, who dropped out of school and have no prior work experience, have benefited from such trainings over the past 8 years. Tracer studies show training graduates earn 20-25% more than unskilled counterparts throughout their migration cycle because of a better career path and higher productivity. The one-month long training also reduced their vulnerability to exploitation.

The Foreign Employment Board (FEB), the Government of Nepal's agency mandated to ensure the welfare of migrant workers, has started to scale up some of SaMi's interventions. For example, it has used training curricula developed by SaMi to provide training services for about 7'500 trainees annually, started to develop new training courses referring to the need of the destination countries, and monitor training for quality. Furthermore, skilling of migrant workers is now a prevalent discourse among bureaucratic and political leadership (eg. Skill "passport" in education policy, sending only skilled workers in Foreign Employment policy).

SaMi used to make outcome-based payments which required training providers to mandatorily link training graduates to recruitment agencies (RAs) and ceased to do so because most recruitment agencies charge fees for sending workers, which is against ethical recruitment practices. It is not financially feasible for Nepali RAs to send workers without recruitment fees if employers do not pay for fair recruitment. Most RAs have adopted a dual model where they conduct recruitment fairly where employers demand it and continue to conduct business with employers that do not offer the same conditions charging fees to workers. This is a pragmatic approach for the RAs but does not comply with standards for ethical recruiters.

At the same time, since introduction of and changes in due diligence and supply chain laws as well as evolving public pressure in the global North is forcing many manufacturers in Malaysia,

GCC countries and other potential destination countries to adopt ethical recruitment practices when they recruit migrant workers. However, these manufacturers who are looking to mend their ways find it difficult to discern RAs that have the intentions and systems in place to recruit ethically from the unscrupulous recruiters that not only charge recruitment fees but also engage in deception about the nature of the job and living and working conditions as well as retain of passports. During SaMi's direct engagement with employers in destination countries, a recurring request has been for a report that provides information on Nepali RAs that can recruit fairly.

2. Objective

The proposed scope of work aims to conduct a mapping of few recruitment agencies with a particular focus on comparing their recruitment process against fair recruitment practices. This research will map out the recruitment process to include the selection, hiring, pre-deployment and post-deployment procedures implemented by the private employment agency. Furthermore, it aims to measure the satisfaction level of employers and migrant workers who used the RA's services.

SaMi will use the findings in the following ways:

- SaMi is proactively looking to work with ethical employers and their associations in destination countries to set up safe labor migration corridors. It will work with employers to design pre-departure vocational skill development trainings for aspirant migrant workers. The report would serve as a preliminary information for fair employers in destination countries to look for partner RAs in Nepal. Although, it is the sole responsibility of employers in destination countries to conduct necessary due diligence to ascertain that the RA that they hire recruit fairly, the report could form a basis for employers to do initial assessment.
- To ascertain that the vocational skills training being offered is relevant in the changing labour market in destination countries, RAs in general, are a good source of information. The report would inform SaMi who would be potential RAs it should interact with keeping in mind the long-term view of post training recruitment.
- RAs who are found to be fairer by the report would also be invited to visit training centers for post-training employment linkages for the trainees.

3. Scope of work

To achieve the objectives described above, the scope of the proposed work will include the following:

- a) Conduct an open call for application for RAs interested to participate in the study and short list them to 12 RAs to conduct the full study.
- b) Compile a profile of the 12 selected RAs including their contact details, valid license, services provided to client suppliers, number and categories of workers supplied, recruitment partners, any known outreach capacity, and identity of returned workers (to the extent possible); RAs to be selected in consultation with SaMi
- c) Map out through key informant interview the RAs' processes for recruitment, selection, documents processing, hiring and contracting, pre-departure activities, post-deployment engagement and grievance handling structures of the RAs in order to determine the capacity of the RAs to meet the requirements of the ILO's general principle of fair recruitment. (for example do the RAs procure most of the demand directly from employers or use intermediaries, do RAs use their own marketing staff to recruit workers or are sub

agents involved? Does the RA withhold the worker's passport? Does the RA make an effort to ensure that workers understand the contractual points? Contract received in advance?)

- d) Verify the information received the RAs management by talking with the migrant workers (at least 10 each – can be 5 returnees and 5 in the destination from the list of the workers provided by the RAs) and employers (at least two each, depending on the number of employers following Fair Recruitment process) through survey and key informant interview;
- e) Map out the satisfaction level of workers with the RAs (answer questions like, % who returned midway because of wage issues, behaviour of staff during the process, post deployment contact between RAs and workers, salary paid less than agreed, sent to different country than agreed, etc)
- f) Identify the cases filed against the RA at DoFE and other legal institutions.

4. Deliverables

Specific responsibilities of the contracted organization to carry out the proposed study will include the below activities:

- a. Briefing session with SaMi and work plan: The contracted organization is required to attend a briefing session with the SaMi project team to discuss the scope of work.
- b. An inception presentation followed by report that details work schedule, process to outreach and shortlist RAs research methodology, survey questions, key informant interview questions and format of the final report(s).
- c. A short presentation on which RAs were selected for in-depth study and why.
- d. Preliminary findings presentation in line with the scope of work.
- e. Final report in line with the scope of work that highlights the findings and methodologies.

Required Key Experts

SN	Name of the Researcher/s	Academic Qualification	Years of experience in migration research
1	Team Leader	MPhil	5 years
2	Research Officer	Masters in any field	3 years

Proposed Cost and Time Allocation

The tasks mentioned above are expected to be completed within the timeline mentioned in the Proposal datasheet. The consultant is expected to propose the required number of days with expected fees per day for completing the assignment on the basis of the major scope of work given above. SaMi/HELVETAS Nepal will have the right to negotiate and agree on the financial proposal on the basis of the rules and regulations of SaMi/HELVETAS Nepal and considering the requirement of the tasks to be performed.

Payment

The payment of the consultant fee will be made in following three installments:

- 50% after the submission of the inception report accepted by SaMi/Helvetas Nepal.

- 30% after submitting the preliminary findings presentation.
- 20% upon submission of the final documents and its acceptance by SaMi Team Leader or the person designated by her.

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



Section-4: Technical Proposal Form (TPF)

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

TPF-1: Technical proposal guideline form

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

Name of the Institution:

Registration No.:

Registration Date:

Authorized representative of the institution and contact details:

Email:

Contact no.:

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

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

b. **Ensuring quality of the study:** How will you ensure the quality of data collection method with different stakeholders? (max. half page)

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



TPF-2: Work plan proposal form

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

SN	Activities	1 st Month	2 nd Month	3 rd Month

**Add rows according to your requirement*



TPF-3: Consultant's relevant experience proposal form

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

List out organization's relevant experiences (related to migration) - recent three research studies in below table.

S.No.	Title of the research studies	Year conducted	Funding Agency	Remarks

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



TPF-4: Key expert proposal form

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

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

Note:

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

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

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

[Signature of expert] Date: _____
Day/Month/Year



Section-5: Financial Proposal Form (FPF)

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

A. Details of Consultant:

1.1 Name of the Institution:

1.2 Address:

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

FPF-1: Details break-down of financial proposal:

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

SN	Activities	Days	Rate	Total amount in NPR
1	Remuneration			
2	Transportation			
3	Communication and Stationery			
4	Miscellaneous			
5	Overhead			
	Total cost exclusive of VAT			

Total in words:



Section-6: Forms and formats templates

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

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

Yours faithfully,

Signature

Signature of the authorized person

Name:

Designation:

Firm's name:

Seal:

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



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

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

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

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

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

Yours faithfully,

Signature

Name:

Designation:

Firm's name:

Seal:



Section-7: Format of Contract Agreement

AGREEMENT

Concerning the mandate of undertaking for Mapping Recruitment Agencies Practices Against Fair Recruitment Principles

Between

SaMi/Helvetas Nepal

As Employer

And

..... as Consultant

1. THE MANDATE

SaMi/Helvetas Nepal entrusts representing for Mapping Recruitment Agencies Practices Against Fair Recruitment Principles. The TOR is considered as an integral part of the assignment. The Consultant shall perform the assignment as per the highest professional standard.

2. TOTAL DURATION

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

3. RESPONSIBILITY OF CONSULTANT

The consultant shall carry out following work but not limited to:

- g) Conduct a briefing session with the SaMi project team to discuss the scope of work and work plan.
- h) Conduct an open call for application (in national daily newspaper) for RAs interested to participate in the study and short list them to 12 RAs to conduct the full study.
- i) Compile a profile of the 12 selected RAs including their contact details, valid license, services provided to client suppliers, number and categories of workers supplied, recruitment partners, any known outreach capacity, and identity of returned workers (to the extent possible); RAs to be selected in consultation with SaMi
- j) Map out through key informant interview the RAs' processes for recruitment, selection, documents processing, hiring and contracting, pre-departure activities, post-deployment engagement and grievance handling structures of the RAs in order to determine the capacity of the RAs to meet the requirements of the ILO's general principle of fair recruitment.
- k) Verify the information received with the RAs management by talking with the migrant workers (at least 10 each – can be 5 returnees and 5 in the destination from the list of the workers provided by the RAs) and employers (at least two each, depending on the number of employers following Fair Recruitment process) through survey and key informant interview
- l) Map out the satisfaction level of workers with the RAs
- m) Identify the cases filed against the RA at DoFE and other legal institutions
- n) Provide a concurrent update on work progress information to Client via email or verbal communication as and when necessary.

- o) Show the flexibility in working time as per the urgency of the program.

Following deliverables are to be submitted for the claims:

- Briefing session with SaMi/Helvetas Nepal and work plan: The contracted organization is required to attend a briefing session with the SaMi project team to discuss the scope of work.
- An inception presentation followed by report that details work schedule, process to outreach and shortlist RAs research methodology, survey questions, key informant interview questions and format of the final report(s).
- A short presentation on which RAs were selected for in-depth study and why.
- Preliminary findings presentation in line with the scope of work.
- Final report in line with the scope of work that highlights the findings and methodologies.

The detail task needs to be delivered as per RFP document

4. RESPONSIBILITY OF SaMi/Helvetas Nepal

The following are the responsibility of Client:

- Arrange required meetings/sharing/briefing with the consultant before starting the assignment or intermittently as per the need.
- Provide necessary input to the consultant in relation to the research study. Support in coordination with the RAs whenever required.
- Support in coordinating with DoFE to explore the nature of cases filed of the selected RAs. Provide input in the inception report and draft report prior to finalizing by the consultant.
- Ensure payments as agreed on Table 1.

5. TOTAL BUDGET

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

Table 1: Task and Budget Calculation

SN	Activities	Days	Rate	Total amount in NPR
1	Remuneration			
2	Transportation			
3	Communication and Stationery			
4	Miscellaneous			
5	Overhead			
			Total	
			VAT 13%	
			Total Cost	

Tax at source will be deducted as per the rules and regulation of the Government of Nepal.

6. MODE of PAYMENT

The total payment will be made in three instalments:

- 50% after the submission of the inception report accepted by Client.
- 30% after submitting the preliminary findings presentation.
- 20% upon submission of the final documents and its acceptance by SaMi Team Leader or the person designated by her.

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

7. TIME FRAME

The consultant will complete the assignment by

8. QUALITY ASSURANCE

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

9. ANTI CORRUPTION CLAUSE

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

10. CONFIDENTIALITY

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

11. INSURANCE OF CONSULTANT AND THEIR STAFFS

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

12. Copyright and Visibility



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

13. OTHER PROVISIONS

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

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

On Behalf of SaMi/Helvetas Nepal

On Behalf of Consultant

Sita Ghimire
Team Leader
SaMi/Helvetas Nepal
Tel : 01 5421063
Email: sita.ghimire@helvetas.org

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Date:

