

SELECTION OF CONSULTANT

Request for Proposals

Contract Identification No: SaMi/ICB/01/2022-23

Procurement of Consulting Services to create safe labor migration corridors

Issued by:





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

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Section-1: Letter of Invitation (LoI)

 <p>HELVETAS NEPAL</p>	 <p>SaMi Safer Migration Programme</p>
INVITATION FOR PROPOSAL FOR THE SELECTION OF CONSULTANT TO CREATE SAFE LABOR MIGRATION CORRIDORS Date of first publication: 21 June 2023	
<p>Safer Migration (SaMi) Program is a bilateral initiative between the Government of Nepal and the Government of Switzerland. It is implemented by the Ministry of Labor, Employment and Social Security and 156 participating local governments. Helvetas Nepal provides technical assistance to the program on behalf of the Swiss Agency for Development and Cooperation (SDC).</p> <p>SaMi invites proposals for the selection of consultant (consulting firm only) " to create safe labor migration corridors". The main objective of this consultancy is to co-create new safe migration corridors with employers in potential destination countries by envisioning specific activities such as identification of potential employers, conducting ethical recruitment audit, supporting to setup vocational skills training delivery mechanisms in Nepal and conducting training/business process improvement of recruitment agencies in Nepal</p> <p>Therefore, proposals are invited from the interested and eligible consultants to setup of 1-2 safe labor migration corridor with destination countries. The detail ToR and relevant evaluation criteria is outlined in the RFP document.</p> <ol style="list-style-type: none">1. A complete set of RFP is made available at: (a) https://notice.helvetasnepal.org (b) https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements2. Interested consultants must fulfil the minimum requirements listed in RFP.3. Proposal must be submitted latest by 5 July 2023 before 5 PM (Nepal Time) through email: procurement.np@helvetas.org mentioned "Proposal for creating safe labor migration corridors" in the subject line. Helvetas Nepal, Country Office, Bakhundole, Lalitpur.4. Clarification about any concern regarding the RFP can be sought through email procurement.np@helvetas.org latest by 26 June 2023 before 5PM (Nepal Time). The composite response for all queries will be published on office website latest by 28 June 2023 before 5 PM (Nepal Time). <p>Acceptance or rejection of proposal and award of the job or cancellation of proposal notice shall remain within the jurisdiction of SaMi/Helvetas Nepal.</p>	

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

2.1 General Provision	
2.1.1 Definitions	<p>(a). "Applicable Guidelines" means the policies, guidelines, manuals of the client governing the selection and Contract award process/decision or as specified in the Data sheet.</p> <p>(b). "Applicable Law" means the laws and any other instruments having the force of law in the territory of client's country or in such other countries as specified in the Data sheet as they may be issued and in force from time to time by the government.</p> <p>(c). "Client" means the SaMi/Helvetas Nepal that signs the Contract for the Services with the selected Consultant.</p> <p>(d). "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(e). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the annexes.</p> <p>(f). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) under Section-2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(g). "Day" means a calendar day.</p> <p>(h). "Government" means the government of the client's country.</p> <p>(i). "Joint Venture (JV)" is an association with or without 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 and severally liable to the Client for the performance of the Contract.</p> <p>(j). "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 considered in the technical evaluation of the Consultant's proposal.</p> <p>(k). "Non-key expert" means and individual or professional who contributes the performance of the key expert/s or successful completion of intended services under this contract.</p> <p>(l). "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.</p> <p>(m). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(n). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants.</p> <p>(o). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(p). "ToRs" (this is Section 3 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2.1.2 Introduction	The Client named in the Data Sheet intends to select Consultant from eligible and interested firms.
2.1.3 Conflict of Interest	The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount,

	<p>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 or any of JV partners is engaging in more than one bidder/proposer under for this selection process. If board member of the consultant or any of JV partners is currently punished as criminal by law of Nepal. If consultant or any of JV partners has close business partnership or family relationship with a professional staff of the client.
2.1.4 Eligibility criteria	<ol style="list-style-type: none"> <p>Consultants have to mandatorily submit the following documents in the same order with the proposal:</p> <ol style="list-style-type: none"> Company registration or any legal documents which deem as legal entity. VAT Certificate or any tax registration certificate. Certification or license to conduct fair recruitment audit. Tax clearance certificate (latest or up to the previous fiscal year of the current year-2023 whichever is applicable) Audit Report – recent 3 consecutive fiscal years. Letter of self-declaration by the board of directors including JV members of non-involvement in proven corruption cases and neutrality from the political parties/affiliation. <p><i>Failure to submit the mandatory documents listed above shall not be considered for further evaluation.</i></p> Consultant must not be blacklist by Government of client/consultant country 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 bid document. In case of mistakes in rates, the Consultants is to simply cross the rates and shall re-write the rates and bear the initials of authorized signatories.</p> <p>Bids received after expiry of submission date shall not be considered as valid.</p>
2.2.2 Cost of preparation of proposal	<ol style="list-style-type: none"> All the expenses incurred in preparing and submitting the bids/proposal shall be Consultants’ responsibilities. Client is floating RFP document free of cost.
2.2.3 Language	<ol style="list-style-type: none"> The language of proposal shall be written in English and correspondence/documents relating to this proposal should be in English unless restricted by the local law.
2.2.4 Proposal comprises	<p>The proposal should comprise the documents, forms, certificates listed in the Data Sheet.</p>

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 mentioned in the Data sheet .
2.2.7 Clarification and RFP amendment	Consultants will obtain clarification about RFP Document by emailing to email address latest by date and time mentioned in Data sheet .
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, stamping, marking and submission of the proposal	<ul style="list-style-type: none"> (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 prepare technical proposal and financial proposal as outlined in the Data Sheet. (c) The consultant must scan the proposal as mentioned in this section of (a) and (b) in the form of PDF and create separate file for technical and financial proposal. (d) The digital proposal as mentioned in (c) must be protected with strong password and need to share on the day of opening. (e) The consultant should submit the proposal in the form mentioned to the client's address outlined in the Data sheet.
2.3.2 Confidentiality	<ul style="list-style-type: none"> (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 shall be opened in the presence of consultant who choose to attend at the place, data and time outlined in the Data sheet .
2.3.4 Evaluation of technical proposal	<ul style="list-style-type: none"> (a) The evaluation of technical proposal shall be conducted according to the "Technical evaluation criteria" mentioned in the Data sheet. (b) The Consultants, who passes technical proposal shall be informed of the date, time and place of opening of financial proposals.
2.3.5 Opening of Financial Proposal	Financial proposals of only those Consultants, whose technical proposal passes the minimum score, shall be opened.
2.3.6 Evaluation of Financial Proposal	Financial proposal, opened according to above (2.3.5) will be evaluated as per "Financial evaluation criteria" mentioned in the Data sheet .
2.3.7 Evaluation method	(a) Proposal shall be evaluated according to method specified in Data Sheet .
2.3.8 Modification of proposal	The modification/withdrawal of the proposal shall be as per indicated in Data Sheet .

2.4 Negotiation and Award	
2.4.1. Negotiations	<p>a) 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>b) The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>c) The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 3 days.</p>
2.4.2 Availability of Key Experts	<p>a) 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 Data sheet. Failure to confirm the Key Experts' availability may result to the rejection of the Consultant's Proposal and the Client will proceed the negotiate of the Contract with the next-ranked Consultant.</p> <p>b) Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
2.4.3 Technical negotiations	The negotiations include discussions of the Terms of Reference (ToRs), the proposed methodology, the Client's inputs, the special conditions of the Contract. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the contract and should not compromise the quality of the final product, its price, or the relevance of the initial evaluation be affected.
2.4.4 Financial negotiations	Total cost negotiations will take place to confirm its cost vs quality factors.
2.4.5 Award of Contract	Pursuant to clauses of the ITC and complying all the eligibility criteria; the least price in financial proposal will be awarded
2.4.6 Performance guarantee	The consultant may furnish the performance guarantee while signing the contract. The performance guarantee shall be as per Data sheet .
2.4.7 Price adjustment	Price adjustment will be applicable as described in Data sheet .
2.4.8 Contract duration	The contract duration will be in accordance with Data sheet .

2.5 Data Sheet

A. General provision	
ITC clause reference	
2.1.2	Name of the Client: SaMi/ Helvetas Nepal
B. Preparation of Proposal	
2.2.4	<p>The Proposal shall comprise the following:</p> <p>Technical Proposal: (Digital files)</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TPF-1 (3) TPF-2 (4) TPF-3 (5) TPF-4 <p>Financial Proposal: (Digital files)</p> <ul style="list-style-type: none"> (1) FPF – 1 Summary of financial proposal (2) FPF – 2 Break-down of financial proposal (3) FPF – 3 Break down of Reimbursable costs (4) FPF – 4 Break down of other costs
2.2.6	Proposals must remain valid for <i>60 days</i> calendar days after the proposal submission deadline.
2.2.7	<p>Clarifications may be requested no later than 26 June 2023 latest by 3 PM (Nepal Time)</p> <p>The contact information for requesting clarifications is: E-mail: procurement.np@helvetas.org</p>
2.2.8	<p>Clarification of RFP contents:</p> <p>Media : Email</p> <p>Method : Composite response by client within the specified deadline which is 28 June 2023.</p>
C. Submission, Opening and Evaluation	
2.3.1 (d)	<p>The Consultant must submit proposal (technical and financial) in the following way:</p> <p>Means of submission: via email to procurement.np@helvetas.org</p> <p>Form of submission: digital</p> <p>Max digital file size: 20MB</p>

	<p>Password protection: separate password for Technical and Financial proposal.</p> <p>Subject line: Technical or Financial proposal for safe labour migration corridors.</p>
2.3.3	<p>Opening of technical and financial proposal will take place upon receipt of password for technical proposal on the following:</p> <p>Date : 6 July 2023</p> <p>Time : 11 AM (Nepal Time)</p> <p>Venue : Online (MS Team)</p>
2.3.7	<p>The proposal shall be evaluated in following:</p> <p>Method: Fixed budget-based selection (FBS)</p>
2.3.8	<p>Modification of proposal: Once proposal is submitted there will be no modification and withdrawal.</p>
<p>D. Negotiations and Award</p>	
2.4.6	<p>Performance guarantee shall be in the following:</p> <ul style="list-style-type: none"> • Not applicable
2.4.7	<p>Price adjustment provision including remuneration: Not applicable</p>
2.4.8	<p>Contract period: Till 15 July 2024</p>

Section-3: Helvetas Anticorruption Policy

Code of Conduct for Contracted Parties

Final version February 2020

Scope of this Code of Conduct

HELNETAS Swiss Intercooperation (hereinafter HELNETAS) is a civil society organisation for development and humanitarian response. We strive to empower people, so they can determine the course of their lives in dignity and security, using environmental resources in a sustainable manner. Our work is guided by the following 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 organisational values are the basis for the attitude, behaviour and high standards that HELNETAS requests to be respected and adhered to by its employees.

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

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

This Code of Conduct is binding, and an integral part of all contractual agreements made between HELNETAS and its contracted parties. In signing their contract, contracted parties take on the commitment to observe the Code of Conduct, to ensure adherence by their personnel and their subcontractors, and to behave accordingly. Any action violating the Code of Conduct may entail an enquiry and the imposition of measures relating to non-compliance with contractual obligations, or of other measures.

Contracted parties are expected to ensure that their employees and any person working for them adhere to this Code of Conduct by putting in place adequate policies and regulations and through sensitisation, supervision and training of concerned persons.

The Components of the Code of Conduct

Loyalty and confidentiality and civic duty

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

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.

¹ Organisational Strategy HELNETAS Swiss intercooperation

Use of competences, means and assets	Contracted parties, their employees and subcontractors contribute with their competences and capacities to the objectives of the collaboration. They commit to make use of available means and assets effectively and efficiently, according to legal stipulations, internal regulations, contractual agreements and in conformity with project goals.
Culturally sensitive behaviour	Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behaviour and statements. Contracted parties, their employees and subcontractors must respect local norms and conventions in contacts with authorities, partners and local people. They must respect the customs and culture of the country of cooperation in appearance and manner of dress, behaviour and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behaviour, insulting or accusing statements, or spreading rumours.
Inter-personal relations and professional conduct	Contracted parties, their employees and subcontractors must have respectful, fair and equitable relations with all persons irrespective of their age, origin, language, religion, culture, social position, physical ability or sexual orientation. They are aware of their privileged and often powerful status vis-à-vis other actors and must refrain from abusing any hierarchical, material, or social position in any way. They never request any service or favour from primary stakeholders or other persons of concern in return for support or protection. They never engage in any exploitative relationships – sexual, emotional, financial or employment-related – with primary stakeholders or other persons of concern. They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.
Protection of children and youth	Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child. ²
Mobbing and sexual harassment	Contracted parties, their employees and subcontractors abstain from mobbing ³ , sexual or sexist harassment ⁴ of colleagues, partners or any other person.
Conflict of Interest and duty of disclosure	Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organisational or personal interests. Therefore, they must make own interests transparent and avoid any behaviour which could be perceived as biased in favour own interests.

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.

Fraud and corruption and accepting gifts or other benefits

Contracted parties, their employees and subcontractors are must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material and intellectual assets to which they have access in relation with the HELNETAS mandate for personal gains or for third parties. They do not accept gifts, invitations or other favours that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement. Contracted parties must inform HELNETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.

Safety, Security & Health

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

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

Environmental and Social Safeguarding

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

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

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

Public appearances and use of non-public information

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

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

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

They must refrain from making accusations, provocative statements or spreading rumours. They give due consideration to their cooperation with HELNETAS and to its interests in their communications, particularly via the internet or social media

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

Any person working for a contracted party of HELNETAS 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 HELNETAS. The contracted party is obliged to share the reported cases and action taken with HELNETAS.

The whistleblowing policy (e.g. whistle-blower protection) of HELNETAS 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 HELNETAS' 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, HELNETAS expects them to sanction misbehaving persons similar to HELNETAS' measures. These sanctions range from requesting apologies, written warnings to dismissal of guilty persons. In serious cases



or if no appropriate sanctions are taken, HELNETAS reserves the right to end the collaboration, ask for compensation of financial losses or to pursue legal action.

Final Remarks

HELNETAS 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.

HELNETAS is committed to mutual transparency and learning on any aspect of this Code of Conduct. HELNETAS 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-4: Technical Proposal Form (TPF)

TPF-1: Consultant's full information form

Full legal name of the firm/applicant:		
Corporate or Firm/business Registration No.:		
Legal business address of the firm:		
Type of application/proposal	Single:	JV:
Detail of JV (for JV applicant only)	Legal Name of partners	Shareholding (%):
Lead partner:		
Other partners:		
	Partner-1	
	Partner-2	

All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client or cancellation of the contract, if awarded, and/or may result in remedial actions including being sanctioned by the client.

Authorized representative Signature: _____

Name: Email:

Contact no.:

TPF-2: Consultant's organizational profile and experience

A/ Consultant's organizational profile:

1. Provide here a brief description of the background and organization of the consultant, and – in case of a JV– also include each member for this assignment.
2. Include an organizational chart, a list of the Board of Directors, and beneficial ownership.

B/ Consultant's Experience

3. List only previous similar assignments successfully completed in the last 3 consecutive years.
4. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the JV partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or Sub-Consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
5. Fill out the table

S.N.	Nature of Assignment	Objective in brief	Result in terms of quality and quantity	Country of assignment	The contract value of the assignment	Any other relevant information

[Consultant can attach additional rows/sheet as per need.]

TPF-3: Description of Approach, Methodology, and Work Plan for performing the assignment form

The consultant should explain and propose as follows:

- (i) **Technical Approach and Methodology:** Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected deliverables and the degree of detail of such output. if needed, please explain and provide your idea/ strategies destination country-wise to conduct this assignment. Please do not copy and paste the TOR here.
- (ii) **Work Plan:** Outline the plan for the implementation of the main activities or tasks of the assignment, their content and duration, phasing and interrelations, milestones, and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and your ability to convert them into a viable working plan.
- (iii) **Organization and Staffing:** Describe the structure and composition of the team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff as required to perform the assignment as per the work plan. Please include the information about the proposed key expert who was involved in similar assignments in the past including location.

TPF-4: Detail information of Human Resources proposal Form

Sample Table is below: Consultant should propose name of key experts, area of expertise, proposed designation, and man day to complete the assignment under this contract.

S.N.	Area of expertise	Name of expert	Proposed Designation	Man days
1	Migration expert	ABC	Team Leader	XXX

[consultant to add rows/sheets as per need]



Format of CV to be included as follows:

Curriculum Vitae (CV) for Proposed Personnel (experts)

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

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

1. **Proposed Position of the key expert:** _____
2. **Name of Expert** [*Insert full name*]: _____
3. **Contact address:** _____ **Mobile (mandatory):** _____
4. **Date of Birth:** _____ **Citizenship:** _____ **Gender:** _____
5. **Education/Academic Qualification** [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. **Relevant Assessment Experience** [*Indicate relevant assessment received. Indicate the name of the institute, name of the assessment, certification obtained and the dates of obtainment*]: _____
7. **Relevant Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ to [Year]: _____

Employer: _____

Positions held: _____

Tasks Assigned: _____

8. Certification:

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

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

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

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

Note: key expert should mention LinkedIn profile link (URL) in the CV.

FPF-2: Break down of Remuneration of experts (key and non-key experts)

Name	Position (field of expertise)	Nationality	Man-days	Rate	Currency	Amount

[Consultant to add rows/sheets as per need]

FPF-3: Break down of Reimbursable costs

Item	Quantity	Rate	Currency	Amount

[Consultant to add rows/sheets as per need]

FPF-4: Break down of other costs (if any)

Item	Quantity	Rate	Currency	Amount

[Consultant to add rows/sheets as per need]

Section-6: Terms of References (ToR)

Terms of Reference for Consultancy services to create safe labour migration corridors

3.1 Introduction of Safer Migration (SaMi) Program

The Safer Migration (SaMi) program is a bilateral initiative of the Governments of Nepal and Switzerland that started in 2012 with the overall goal of ensuring migrants and their families are better protected by concerned Nepali institutions and benefit from decent work conditions abroad. SaMi aims to increase the economic benefit of foreign employment for migrants and their families while mitigating the social cost of migration. It has been doing so through working to improve access to information, justice, vocational skills and financial literacy training and psychosocial counselling for migrant workers and their families. SaMi is implemented under the leadership of the Ministry of Labour, Employment and Social Security (MoLESS) and 156 local governments (LGs) of 39 districts nationwide, with HELVETAS, providing technical assistance.

SaMi program 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 have benefited from such trainings over the past 8 years. 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 started to design new training courses relevant for getting employment in destination countries, procure training services for about 7,500 trainees annually and monitor training for quality.

3.2 Context of Safe Migration Corridors

It is not financially feasible for Nepali recruitment agencies (RAs) to send workers without recruitment fees if employers do not pay for fair recruitment. Barring a few, 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 but does not comply with standards for ethical recruiters. As most recruitment agencies charge fees for sending workers abroad, which is against ethical recruitment practices as per the Nepali national policy and internationally accepted standards, advising aspirant migrant workers to visit particular Recruitment Agencies (RAs) and/or linking vocational training graduates to particular RAs could entail reputational risk to SaMi. Going forward, focusing on the demand side (employer side) and working from there back to the migrant workers might be a more promising avenue to reach the goal of increasing the economic benefit of migration for particularly vulnerable workers. There is an emerging opportunity since introduction and/or stringent implementation of 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, the high up-front cost (lack of information on RAs with fair recruitment practices; lack of proof of fair recruitment, building capacity of RAs to recruit ethically, ensuring compliance in Nepal by stakeholders on ethical recruitment practices) and associated risk of setting up fair recruitment mechanism is hindering fairer employer in destination countries to recruit from Nepal.

(a) Jordan Garment Industry as Safe Corridor for Migrant Workers

SaMi has been able to facilitate the creation of safe corridor for Nepali migrant workers in Jordan's garment industries. This section describes the context as well as roles of various stakeholders in creation of this safe corridor.

In November 2012, more than 100 workers lost their lives in another tragic accident, trapped inside the burning Tazreen Fashions factory on the outskirts of Dhaka. Five months later, the Rana Plaza building in Dhaka, Bangladesh, which housed five garment factories, collapsed killing at least 1,132 people and injuring more than 2,500. These disasters awoken the world to the poor labour conditions faced by workers

in the global value chain of the ready-made garment industry. This created pressure on big-brands to ensure that their supply chain offered decent working conditions and fair recruitment practices were followed. Around the same time, International Finance Corporation (IFC) and International Labour Organization (ILO) was working in Jordan to improve the labour conditions in the garment industry through "Better Works Jordan". One focus area was to ensure zero recruitment fees and other ethical recruitment practices for migrant workers. Better Works Jordan supported the Jordanian labour ministry, Jordan Garments, Accessories & Textiles Exporter's Association (J-GATE) and other relevant stakeholders to introduce non-compliance (against fair recruitment principles) reporting mechanism, unified contract for migrant workers with equal pay between Jordanians and migrant workers, collective bargaining agreements, factory level labour-management committee. These efforts resulted in United States Department of Labor deciding to remove the Jordanian garment industry from its forced labour listing in 2016.

Starting in 2014, SaMi collaborated with Jordanian garment industries to design and implement vocational training courses for aspiring migrant workers in Nepal. They worked jointly to update the curriculum for Garment Machine Operators, technically supported interested vocational schools to set up the training centers and train instructors. Migrant Resource Centers, an entity SaMi supported municipalities to establish, which provides information to aspiring migrant workers about migrating safely, started to refer aspiring female migrant workers to the trainings. The recruitment agency, selected by Jordanian industries, would then conduct final interviews with the trainees and support them throughout the recruitment process. SaMi provided scholarships for women from disadvantaged groups to attend the basic 30-day training course. Often employers paid additional fees to the training centers for specialized training before the trainees emigrated.

This created a win-win model for Jordanian employers and aspiring migrant workers. For employers, they were receiving skilled human resources. Furthermore, the training cost was cheaper in Nepal than in Jordan. Another advantage of conducting the training in country of origin was that aspiring migrant workers could experience the kind of work they would have to do in Jordan, which reduced the risk of job dissatisfaction. This contributed to the fact that the demand for female workers from Nepal increased from 200-300 annually in 2015 to above 2000 annually in 2019. For migrant workers, Nepal-Jordan corridor is the safest migration corridor with no recruitment fees, high level of job satisfaction and good occupational safety.

3.3 Way forward

SaMi aims to create new safe migration corridors in other sectors and countries. Hence, it is looking for consultancy firms who advise brands, industries, etc on ethical supply chains to connect SaMi with firms looking to recruit migrant workers from Nepal ethically and support SaMi to co-create the safe migration corridors.

3.4 Objective of the assignment

The main objective of the consultancy is to co-create new safe migration corridors with employers in potential destination countries. It is expected that the consulting firm has good network with employers who are looking to recruit migrant workers from Nepal for GCC, Malaysia or other countries. The consulting firm will then work with employers to facilitate for the creation of operational framework conditions for recruitment of Nepali migrant workers in a safe and ethical way. To achieve the main objective of assignment, the envisioned specific activities for the consultant are:

- *Identification of employers:* The consultancy firm will identify the company/employers who have been practicing fair recruitment and are interested to employ Nepalese skilled/semi-skilled workers under the fair recruitment practice.
- *Conducting ethical recruitment audit:* The consultancy firm should set up mechanisms to conduct periodic spot checks of employers' adherence to fair recruitment and post-recruitment working environment as well.
- *Supporting to set up vocational skills training delivery mechanisms in Nepal:* The consultancy firm will work with employers and SaMi to set up/adapt the training infrastructure in new or existing training center as well as to develop curriculum and train vocational skills instructors in Nepal in line with skills requirement of identified employers. Apart from delivery, facilitate to ensure the quality of training through monitoring and development of quality check indicators. Then SaMi or FEB would co-finance skills training for the first couple of hundred workers or co-share cost of skill

assessment/certification in Nepal if international certification system is available and resource allows (such as CISRS (scaffolding), ECRA (rope), etc).

- *Conducting training/ business-process improvement of recruitment agencies in Nepal:* If identified/interested employers feel that the recruitment agency which they have chosen to work needs to be trained or some of their business process needs to be improved, the consultancy firm would work with the employer to train and capacitate Nepalese RAs for these improvements to be aligned with the requirements of fair and ethical recruitment.

Above listed activities are envisioned, however, SaMi is open for other suggestions from the consultancy firm that will support the creation of safer migration corridors. It is expected that the consultancy firm will work with one-two employers/ employer's association in the destination country and expand it to other firms within the same sector.

3.5 Methodologies

The consultancy firm will work with companies in destination countries to identify the companies who have been practicing fair recruitment; identify sectors among fair recruiter where skill-based employment opportunities are available and are interested to recruit Nepalese skilled workers. Shortlist the companies who are appropriate in line with objectives of the assignment. Recommend the most potential companies with sectors and occupation (trades) after fair recruitment audit to SaMi program. Collect their tentative annual skilled workers demand in skill-based occupations (trades) and also collect skills requirement (content of skill) for skilled workers.

Support SaMi/FEB to set up mechanisms for training delivery which include curriculum development, facilitation to set up/adapt infrastructure of training centres in line with curriculum requirements, train instructors to use curriculum effectively, guide to develop assessment mechanism and also support documentation if necessary. In addition to listed tasks, facilitate to link with international certification system providers if such kind of facility is available for identified trades/occupations.

Once identified/interested employers decide to recruit skilled & semi-skilled workers from Nepal but feel that the recruitment agency which they have chosen to work needs to be trained or some of their business process needs to be improved, the consultancy firm would work with the employer to train and capacitate Nepalese RAs for these improvements to be aligned with the fair and ethical recruitment.

3.6 Deliverables of assignment

Setting up one or two safe migration corridors (**Process of creating a fair recruiting practice mechanism between Nepali RAs and employers in the destination country that adheres to the national recruitment policy of Nepal and globally recognized norms**) is core deliverable of the consultancy assignment where employers will recruit at least 100 aspiring migrants from Nepal within the first year and has the potential to recruit up-to 5000 workers annually. However, there are additional associated deliverables as well, such as

- List out the appropriate employers' companies.
- Recommend the most potential employers.
- Facilitate to link companies with SaMi, whom SaMi choose to work among potential companies.
- Collect the skill requirement of semi-skilled & skilled workers from those company who has been chosen by SaMi to work.
- Recommend the mechanism and way forward to set up training operation model ensuring the quality of training, RAs strengthening plan and recruitment audit plan of selected companies/employers in destination countries.
- Development of curriculum
- Facilitation to set up/ adapt infrastructure of training centre as per the need of curriculum.
- Capacity building of instructor for the effective use of curriculum and efficient training delivery
- Provide training and capacity building to Nepalese RAs who will be supposed to work with selected companies of destination countries with aim to enhance their practice to be

aligned with fair and ethical recruitment practice. Hence, employers' companies of destination can fully trust.

3.7 Timeline

The estimated duration assignment is 15 months after signing agreement. It is expected that assignment will start from March 2023 and completed by May 2024. The consultancy firm is requested to develop action plan and include it while submitting the proposal. The proposed action plan will be adapted in consultation with SaMi if necessary and approved before starting the assignment.

3.8 Requirement of consultancy firm

- The consultancy firm should have at least three years of experience in recruitment audit in companies having capacity to employ at least 2000+ workers.
- The consultancy firm should have done at least two similar kinds of assignments (i.e., worked with employers in destination countries to make their supply chain ethical, improved labour policy to make it fair and ethical, etc.)
- Firm having good understanding of skill-based employment opportunities for skilled & semi-skilled workers will have added advantage.
- Has worked with employers in destination countries that source workers from countries like Nepal.
- Has advised employers in destination countries to make their recruitment practices fair

3.9 Payment modality

Instalment	Percentage	Tentative timeline	Deliverables
1 st	20% of contract amount	Within 10 days of submission of report	Inception report
2 nd	30% of contract amount		-List out the appropriate employers' companies -Recommend the most potential employers -Facilitate to link companies with SaMi, whom SaMi choose to work among potential companies -Collect the skill requirement of semi-skilled & skilled workers from those company who has been chosen by SaMi to work -Recommend the mechanism and way forward to set up training operation model ensuring the quality of training, RAs strengthening plan and recruitment audit plan of selected companies/employers in destination countries
3 rd	35% of contract amount		-Development of curriculum -Facilitation to set up/ adapt infrastructure of training centre as per the need of curriculum -Capacity building of instructor for the effective use of curriculum and efficient training delivery -Provide training and capacity building to Nepalese RAs who will be supposed to work with selected companies of destination countries with aim to enhance their practice to be aligned with fair and ethical recruitment practice
4 th	15% of contract		-After placement of agreed number of PMW and verifying their employment

			<p>status in line with fair recruitment practice. It will be paid proportionately at the rate of placement. For example: if consultancy firm facilitate and able to place 80 % of agreed number, the consultancy firm will be eligible for 80% of 4th installment (which is 15% of total contract amount)</p>
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Section-7: Format of Contract Agreement and other templates

Contract Agreement between

M/s..... (Name of Consultant)

Address:

Telephone:

Email:

And

Safer Migration (SaMi) Program/Helvetas Nepal

GPO Box 688, Dhobighat, Lalitpur, Nepal

Telephone: 977 1 5421063, 5437148

Email: sami@helvetas.org

Contract ID:

Contract period: from to.....

For

July 2023

A. Form of Contract (template)

This Contract (hereinafter called the "Contract") is made on date..... between, on the one hand, SaMi/Helvetas Nepal, Dhobighat (hereinafter called the "Client") and, on the other hand, name of consultant (name of lead partner or authorized partner in case of JV followed by all JV members).....full legal address of consultant..... (hereinafter called the "Consultant").

WHEREAS

- (a) The Client has requested the Consultant to provide consulting services ofbrief description of services..... as defined under this Contract and its integral parts. (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 under this Contract and its integral parts.

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:
 - (I) Special Conditions of Contract (SCC)
 - (II) General Conditions of Contract (GCC)
 - (III) Appendices:
 - Appendix A: Helvetas Anticorruption Policy
 - Appendix B: Terms of Reference
 - Appendix C: Key Experts details
 - Appendix D: Breakdown of Contract Price according to agreed financial proposal
 - Appendix E: Insurance Policies, Certificate which may required
 - Appendix F: Minutes of Negotiation Meetings and other contractual communications

In case of inconsistency between the documents, the following order of precedence shall prevail: (1) Special Conditions of Contract; (2) General Conditions of Contract; (3) Appendix-A; (4) Appendix-B; (5) Appendix-C; (6) Appendix-D; (7) Appendix-E, (8) Appendix-F and other is applicable.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract or agreed ToR whichever is latest; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract or agreed financial proposal whichever is latest.

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 Client] [Authorized Representative name & signature]	For and on behalf of Consultant or JV Consultant [Authorized Representative of the Consultant name and signature] Each member in case of JV consultant
Witness:	Witness:

I. General Conditions of Contract (GCC)

A. General Provisions

1. **Definitions** Unless the law of client's country restricted, the following terms used in this Contract have the following meanings:
- (a) "Applicable Guidelines" means the policies followed by client and consultant in the territory of client country governing the selection, Contract award process and contract administration.
 - (b) "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
 - (c) "Client" means **SaMi/Helvetas Nepal** that signs the Contract for the Services with the Selected Consultant.
 - (d) "Consultant" means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (e) "Contract" means the legally binding written document agreed by contracting parties and signed between the Client and the Consultant and which includes all the integral parts of it as outlined in the contract document.
 - (f) "Contract price" means the total amount to payable by the client to consultant agreed under this contract as specified in **SCC**.
 - (g) "Experts" means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
 - (i) "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.
 - (j) "GCC" means General Conditions of Contract which includes the general-purpose contractual terms and conditions.
 - (k) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
 - (l) "Government" means the government of Nepal (GoN).
 - (m) "Joint Venture (JV)" means an association with or without 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 all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (n) "Services" means the work, task, assignments to be performed by the Consultant pursuant to this Contract, as described in ToR hereto.
 - (o) "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.

- 2. **Language** This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 3. **Authority of Member in Charge** In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 4. **Law governing contract** This Contract, its meaning and interpretation, and the relation between the contracting Parties shall be governed by the Applicable Law of Nepal.
- 5. **Force Majeure** Any unavoidable circumstance due to act of God and natural calamities which may hamper the contract execution such as fire, strike and blockade, earthquake, pandemic, war, terrorism etc.

B. Contract Commencement, Completion, Modification and Termination

- 1. **Commencement** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 2. **Completion** The completion date shall be as mentioned in the **SCC**.
- 3. **Modification** 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.
Contract amendment or modification shall be as mentioned in the **SCC**.
- 4. **Termination** Contract termination shall be in following ways:
 - 1.1 Automatically terminated if the services will not start within commencement date and time pursuant to **SCC**.
 - 1.2 If the consultant mobilizes the human resources (key experts, experts and non-key experts) other than evaluated and mentioned in the contract without prior approval of the client.
 - 1.3 Poor performance due to gross negligence of the consultant or performance against anti-corruption policy pursuant to Appendix A of the contract.
 - 1.4 Parties may agree and communicate each other in writing for termination.
 - 1.5 In the case of misuse of data/information, patent/proprietary rights of the client.
 - 1.6 Payment upon termination: the client shall make the payment for successfully completed services only until effective date of termination.
- 5. **Expiration** Unless terminated earlier pursuant to Clause GCC B(4) hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC**.
- 6. **Contract duration** The contract duration is as specified in the **SCC**.

C. Obligations of the Consultant

1. General

- a) The consultant should read and aware about the contract, conditions of contract, and its integral parts.
- b) The consultant shall confirm the availability of the Key Experts and any other resources required to commence the services as per commencement schedule.
- c) The consultant should deliver the services under this contract with all due diligence, efficiency, economy, transparently, honestly, best practices, sound management of resources and generally accepted professional standards.
- c) The consultant is overall responsible to fulfill the requirements outlined in the ToR.
- d) The consultant should comply or should not contradict the prevailing laws, regulations, and guidelines relevant to this contract performance.
- e) The consultant should be responsible to manage for inter-country travel permit/visa and other compliance required for their experts on its own cost.

1. Liability of consultant

- a) Responsible for all type of incurred expenses during proposal preparation and up to submission.
- b) Responsible for any other expenses and financial liability excluded in the financial proposal.
- c) Responsible for required insurance policies such as GPA/Medical/Travel insurance of human resources proposed according to prevailing rules of Government of Nepal as specified in **SCC**.

2. Human resource proposal

- a) **Mobilization of experts:** The consultant must mobilize the evaluated experts only which are proposed in the technical proposal.
- b) **Replacement of experts:** The consultant may replace upon approval of client with careful evaluation. The replacement proposal shall be made in writing by consultant.
- c) **Sub-contract or JV:** Lead consultant/partner is full responsible for any kind of misconducts or breach of laws by the sub-contractor or JV partners if applicable in the contract.

D. Obligations of the Client

1. **Access of resources**
 - a) The client will permit to access the concern site/location/source to perform the services as per contract.
 - b) The client will provide all kinds of equipment, vehicle, resource according to outlined in the contract in specified time.
3. **Make Data/Information available**
 - a) The client is responsible to provide required data/information to consultant under this contract.
 - b) The client shall provide the data/information in a form of ready to use version so that consultant will not have to use additional resources for modifying it to fit for purpose.
4. **Payment**
 - a) The client shall deduct TDS and other deductions in applicable according to the contract.
 - b) The client shall pay any outstanding invoices to consultant within the time frame of the payment schedule under this agreement pursuant to agreed financial proposal as specified in **SCC**.
 - c) The client shall pay through bank transfer to the full banking address of consultant as specified in the **SCC**.

II. Special Conditions of Contract (SCC)

GCC Clause	Amendments of, and Supplements to, Clauses in GCC
B. General Provisions	
1 (f)	The Contract price is: _____ [insert amount and currency] [indicate inclusive or exclusive] of Value Added Tax (VAT).
8	<p><i>[Note: If the Consultant consists only of one entity/partner, state "N/A".</i></p> <p>OR</p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of each member]</p>
9.	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
C. Contract Commencement, Completion, Modification and Termination	
4.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ [e.g.: ten].</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
5	Expiration of Contract: date
6	The contract period shall be from.....date to date.....
D. Obligations of the Consultant	
2 (c)	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Group Personnel Accident (GPA) for experts and other personnel</p> <p>List of personnel covered under this policy</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>or attached separate list</p> <p>(b) Medical insurance for experts and other personnel</p>

	<p>List of personnel covered under this policy</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>or attached separate list</p>
<p>E. Obligations of the Client</p>	
<p>5 (b)</p>	<p>The payment schedule:</p> <p>1st payment: _____</p> <p>2nd payment: _____</p> <p>3rd payment: _____</p> <p>Final payment: _____</p> <p>Please refer to ToR for elaborative payment schedule and conditions.</p> <p>Payment method: TT/LC/any other method applicable according to prevailing rule of client's country.</p>
<p>5(c)</p>	<p>The banking details of consultant:</p> <p>Bank Name:</p> <p>Account title:</p> <p>Account No:</p> <p>Branch:</p> <p>Currency:</p> <p>Swift code:</p>

B. Other templates

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

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

Yours faithfully,

Signature

Signature of the authorized person

Name:

Designation:

Firm's name:

Seal:

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

**(ii) Letter of self-declaration template
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: