



GENERAL CONDITIONS OF CONTRACT (GCC)

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

I. GENERAL CONDITIONS

1. The provisions of this GCC are supplement to the Agreement (Contract) and the provisions of GCC conflicting with the Agreement (Contract) shall be void to the extent of such conflicts.
2. Contractual parties shall be bound solely by conditions set down in writing. Until such time, either party may withdraw from negotiations without financial consequences. Each party shall meet the expenses it has itself incurred.
3. SaMi/Helvetas Nepal alone shall be entitled and responsible for issuing or amending instructions to and entering into any kind of commitment with the MEDIA/COMUNICATION PARTNER, especially with regard to the contract's duration and results.
4. The MEDIA/COMUNICATION PARTNER shall, in principle, perform the assignment her/him/itself and shall not subcontract the assignment, partly or fully and without the consent of SaMi /Helvetas, to third party(s).
5. The MEDIA/COMUNICATION PARTNER shall be personally liable for ensuring the faithful and quality performance of the tasks and duties entrusted to her/him/it. (S)He/It declares that (s)he/it is well experienced in the field of activities described in the contract. (S)He/It promises to execute the contract carefully, thoroughly and professionally as a specialist in the subject matter and to make optimum use of the financial and technical means available. (S)He/It declares that (s)he/it is aware of the law applicable in the country (countries) where the assignment is to be performed. The MEDIA/COMUNICATION PARTNER takes no action which might favor any third party.
6. The MEDIA/COMUNICATION PARTNER shall clearly demonstrate that (s)he/it is working-for and on behalf of SaMi/Helvetas.
7. Part-time contribution of the MEDIA/COMUNICATION PARTNER team is allowed. However, the MEDIA/COMUNICATION PARTNER team members shall not perform other tasks or side-line occupations that would go against the objectives of the assignment performed for SaMi/Helvetas.
8. SaMi/Helvetas Nepal shall be entitled at any time to check or seek information about any part of the assignment. The right to check or seek information may be delegated by SaMi/Helvetas Nepal to third parties. Such rights in no way change the duty of the MEDIA/COMUNICATION PARTNER to perform the assignment in accordance with the contract.



9. The MEDIA/COMUNICATION PARTNER shall submit Annual Audit Report to SaMi / Helvetas in accordance with the contractual deadlines.
10. The MEDIA/COMUNICATION PARTNER shall immediately inform SaMi/Helvetas Nepal by the best possible means and ways of any event which could have a negative influence on or endanger the performance of the assignment. The MEDIA/COMUNICATION PARTNER shall recruit the key experts proposed in the bid. Replacement of proposed personnel will not be allowed. However, in unavoidable circumstances, the MEDIA/COMUNICATION PARTNER shall propose higher or equally competent personnel for replacement. The MEDIA/COMUNICATION PARTNER shall seek the acceptance from SaMi/Helvetas, prior to replacement. In case, SaMi/Helvetas Nepal is not satisfied with the performances of the proposed personnel, it may ask the MEDIA/COMUNICATION PARTNER to replace such personnel and the MEDIA/COMUNICATION PARTNER shall abide to this request. In such a case, the new recruited personnel must have equivalent or higher competency and be accepted by SaMi/Helvetas.
11. SDC is a signatory of the Basic Operating Guidelines (BOGs). This commitment extends to all SDC funded projects in Nepal. The contractor will therefore abide by and participate in the promotion of these guidelines in its activities and communications. The MEDIA/COMUNICATION PARTNER will also share information it has about any violations of the BOGs with the Employer. Such information can be shared anonymously and will be treated with utmost confidentiality. Adherence to and promotion of the BOGs is considered an integral part of project performance.

II. REPORTS

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

III. COPYRIGHT

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



IV. CONFIDENTIALITY

1. All documents relating to the project which are not publicly available (for instance through the website and Helvetas publications) or any other documents, information or data entrusted to or produced by the MEDIA/COMUNICATION PARTNER in connection with the assignment shall be confidential and may neither be used by the MEDIA/COMUNICATION PARTNER for her/his/its own personal purpose nor made accessible to third parties alien to the assignment without the consent of SaMi / Helvetas.
2. Should SaMi/Helvetas Nepal allow the MEDIA/COMUNICATION PARTNER in writing (upon the letter's request) to refer to the assignment for the purpose of advertising, canvassing, introduction or other promotional endeavors, the MEDIA/COMUNICATION PARTNER shall undertake to mention SaMi/Helvetas Nepal in connection with such references and offer an accurate and true description of the task performed.
3. The MEDIA/COMUNICATION PARTNER shall require the written consent of SaMi/Helvetas Nepal before making any statements or comments about the assignment and its results through the mass media (press, radio, TV, films).
4. These provisions set forth in this chapter shall remain valid even after the completion of the assignment.

V. DEADLINES

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

VI. INSURANCE

1. Insurance of the Staff and Rented-in House

The MEDIA/COMUNICATION PARTNER is responsible to ensure that the staff supported by SaMi/Helvetas Nepal are covered with accidental insurance coverage of NPR 1,000,000.00 or an amount equivalent to the employee's three years' salary, whichever amount is lower but accidental insurance coverage should not be lower than NPR 700,000. Insurance of the house rented-in under this project will be as per prevailing rules. The MEDIA/COMUNICATION PARTNER ensure medical insurance of SaMi supported staff. The total coverage of the medical insurance will be of NPR 100,000.

VII. TRAVEL EXPENSES

1. In connection with the performance of an assignment, the MEDIA/COMUNICATION PARTNER shall be entitled to the reimbursement of the expenses as mentioned in the Agreement (Contract).

VIII. ACCOUNTS

1. Only the expenses that have been contractually agreed and can be substantiated by the MEDIA/COMUNICATION PARTNER will be eligible for payment.



2. All the financial transactions between SaMi/Helvetas Nepal and the MEDIA/COMUNICATION PARTNER will be in Nepalese Currency.
3. Taxes dues on salary of staff of the MEDIA/COMUNICATION PARTNER shall be deducted at source.
4. The MEDIA/COMUNICATION PARTNER shall maintain a separate bank account for financial transactions related to SaMi/Helvetas Nepal. The account should be a current (non-interest bearing) account.
5. The MEDIA/COMUNICATION PARTNER shall submit the accounts in a detailed report accompanied by substantiating evidence as stipulated in the contract.
6. The final payment by SaMi/Helvetas Nepal shall be due when the final report is duly submitted and approved by SaMi/Helvetas.

IX. MISCELLANEOUS

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