



BIDDING DOCUMENT

FOR

THE PROCUREMENT OF WORKS

Construction of public buildings in Karnali Province

Package-I:

Arma Health Post, Rukum West and
Nepal Rastriya Basic School, Jajarkot.

Contract ID No.: SRP/CW/01/2024

Issued by

SRP/ Helvetas Nepal

Bakhundole, Lalitpur, Nepal

Email: procurement.np@helvetas.org

Authorized signature: _____

A handwritten signature in blue ink, appearing to be "Rajendra", written over a horizontal line.

Date of issue: 30 December 2024



Abbreviations

BDS.....	Bid Data Sheet
BD	Bidding Document
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
IFB	Invitation for Bids
ITB	Instructions to Bidders
SBD.....	Standard Bidding Document
SCC	Special Conditions of Contract
SoR	Schedule of Requirements
TS	Technical Specifications
VAT	Value Added Tax

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1. INVITATION FOR BIDS

**HELVETAS**
NEPAL

**SKILLS & RECONSTRUCTION PROJECT**

Invitation for Bids

Date of first publication: 30 December 2024

Skills and Reconstruction Project (SRP) having an overall goal of "the programme is to contribute to the reconstruction ensuring gender sensitivity and social inclusion in the delivery, leaving no-one behind" is a Swiss Agency for Development and Cooperation SDC project implemented by Helvetas Nepal. This project will contribute to achieving two outputs of reconstruction of damaged public infrastructure such as schools and health posts, and a total of 500 masons (20% women; 50% DAGs) trained in earthquake (EQ) resilient construction practices from the most affected area in Karnali Province.

SRP/Helvetas Nepal invites bids from interested and eligible civil contractors for the construction of public buildings mentioned below.

Package -I	Arma Health Post, Sanibheri-11, Arma, Rukum West.	Nepal Rastriya Basic School, Bheri-9, Pouri, Jajarkot.
Package -II	Kaina Health Post, Nalgad-3, Kaina, Jajarkot.	Srijana Basic School, Aathabiskot-14, Pipalchour, Rukum West.

1. Interested civil contractors must fulfill the eligibility and evaluation criteria specified in the **bidding document**. Detailed bidding document is made available free of cost at: notice.helvetasnepal.org
2. **Pre-bid meeting (Virtual) will be held on 13 January 2025 at 2 PM.** Interested civil contractors can send a request at procurement.np@helvetas.org to obtain the virtual meeting link by 1:30PM on the day of pre-bid meeting.
3. The questions/queries will be received till **20 January 2025** and responses will be posted just below the bid notice in the above URL by **21 January 2025**.
4. Bids must be submitted by **30 January 2025 before 5 PM** to SRP/Helvetas Nepal office mentioned below. Bids received after the deadline shall be rejected.
5. SRP/Helvetas Nepal hold the right to accept or reject any bids partially or wholly.

Skills and Reconstruction Project (SRP)/Helvetas Nepal
Lalitpur-3, Bakhundole, Lalitpur
G.P.O. Box - 688, Kathmandu, Nepal
Email: procurement.np@helvetas.org



2. INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of bid	<p>1.1 SRP/Helvetas Nepal (hereinafter referred to as "Employer") shall publish procurement notice for the procurement of works floating detailed bidding document to select the substantially lowest evaluated bid.</p> <p>1.2 Bidder or eligible and interested contractor (hereinafter referred to as "Contractor") will submit their competitive bids.</p> <p>1.3 The final contract price shall be determined following the measurement or/and bill certified by the employer's engineer within the tolerance range as specified in BDS.</p>
2. Eligible bidder	<p>2.1 This Invitation for Bid is open to all registered local contractors. The contractors should be restricted or blacklisted by the government of Nepal to participate in the bidding.</p> <p>2.2 Eligible and interested bidder must submit the following documents along with the bid as specified in BDS.</p>
3. One bid per bidder	<p>3.1 Each bidder shall submit only one bid in one package, A bidder who submits more than one bid in one package shall cause all the bids with the bidder's participation to be disqualified.</p>
4. Site Visit	<p>4.1 The bidder at his own cost, responsibility and risk may visit the site of the supply and delivery to acquire all necessary information for preparing the bid and entering a contract for the procurement of civil work.</p>
5. Content of Bid	<p>5.1 The bidding document comprises the documents listed below:</p> <p>Section I : Invitation for Bids (IFB)</p> <p>Section II : Instructions to Bidders (ITB)</p> <p>Section III : Bid Data Sheet (BDS)</p> <p>Section IV : Helvetas Code of Conduct for Contracted Parties</p> <p>Section V : Evaluation and qualification criteria (EQC)</p> <p>Section VI : Bid Forms and Price Schedule</p> <p>Section VII : Schedule of Requirements (SOR)</p> <p>Section VIII : Specification and quality assurance</p> <p>Section IX : General Conditions of Contract (GCC)</p> <p>Section XI : Special Conditions of Contract</p> <p>Section XII : Contract Form and formats</p> <p>Section XIII : Annexes</p>
6. Clarification of bidding document and its contents	<p>6.1 The Employer may organize a pre-bid meeting of bidders before bid opening at the place, date and time as specified in the BDS to provide information relating to Bidding Documents and technical specifications. Interested bidder should obtain or download the bid document before pre-bid meeting.</p> <p>6.2 A prospective bidder may request clarification on the bidding documents in writing and the Employer shall respond to such request. Clarification will be provided by Employer as stated in BDS.</p>

7. Amendment of Bidding Document	<p>7.1 At any time prior to the deadline for submission of the Bids, the Employer may amend the Bid Document by issuing addenda.</p> <p>7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Employer. Such Addendum notice shall also be published in the website of the Employer.</p>
8. Cost of bidding:	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
9. Language of Bids:	<p>9.1 All correspondence and documents relating to the Bids shall be written in English or in Nepali language.</p> <p>9.2 The Contract shall be written in the English language. The English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties may be written in Nepali and/or English language.</p>
10. Alternative Bids	<p>10.1 Alternative bids shall not be allowed.</p>
11. Bidding price:	<p>11.1 All duties, taxes/transportation/loading/offloading/insurance, and other levies payable by the bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the bidder.</p> <p>11.2 Price quoted by the bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.</p> <p>11.3 Bids and quoted rates shall remain valid for the period specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</p> <p>11.4 If the Employer determines the quoted rates of Bill of Quantity items by Contractor are deviated unevenly leads to rejection of such bids as a nonresponsive.</p>
12. Unbalanced or Front/back-loaded bid	<p>12.1 If the Employer found the item rates of the substantially lowest evaluated bid is seriously unbalanced; may require the bidder to produce detailed price analysis for all items listed in price schedule of the bid document to demonstrate the price consistency of those rates with the authorized sources of the same.</p> <p>12.2 After the verification and assurance of the information and details of price analysis presented by the bidder, Employer may accept or reject the bid.</p>
13. Currencies of Bid	<p>13.1 All prices shall be quoted in Nepalese Rupees.</p>
14. Bid validity	<p>14.1 1. Bid shall remain valid for a period specified in the BDS.</p>
15. Bid Security	<p>15.1 The bidder shall furnish as part of the bid, in original form, a bid security as specified in BDS.</p> <p>15.2 Bid security should be in a form of bank guarantee issued by "A" class commercial bank in favour of Employer, which is convertible into cash in Nepal without any condition (unconditional) as specified in BDS.</p>

	<p>15.3 The bid security shall be returned upon request to the unsuccessful bidder as soon as possible after formal contract signing.</p> <p>15.4 The Bid security shall be forfeited if the successful Bidder fails to:</p> <ul style="list-style-type: none"> – furnish performance security, – sign the contract in accordance within the period stipulated in letter of award notification, – accept the correction of arithmetical errors, – provide the clarification of its bid by the date and time set in the Employer's request for clarification.
16. Preparation of bid and submission	<p>16.1 The compiled and completed bid shall be signed and put bidder's stamp on every page and follow the process as stated in BDS (16.1).</p> <p>16.2 The bids as per ITB 16.1 must reach within the deadline to Employer's email address specified in the BDS complying method of submission in the BDS. The bid shall be addressed to the Employer as specified in the BDS and shall bear the name of firm and identification number of the bid (in the subject of the email).</p> <p>16.3 The bid of the eligible bidder comprises the documents as specified in the BDS.</p> <p>16.4 If the bidder does not quote the rate in the price schedule of each item, the bid will be disqualified.</p> <p>16.5 If unit rate in figures and words is not mentioned clearly in price schedule, it may lead to rejection and disqualification of the bid.</p> <p>16.6 The bidder shall not be allowed to use correcting fluid/tipex or other erasing materials; neither the bidder shall be allowed to overwrite the quoted rates. It may result in the rejection of the bid document. In case of mistakes in rates, the bidder is to simply cross the rates and shall re-write the rates and shall bear the initials of authorized signatories and company/firm's stamp.</p>
17. Deadline for Submission of Bids:	<p>17.1 Bidding documents shall be sent to the email address of the Employer no later than the time and date specified in the Bid Data Sheet (BDS).</p> <p>17.2 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the bidder.</p> <p>17.3 Bidding documents once submitted, shall not be withdrawn or modified.</p> <p>17.4 If the last date of purchasing, submission, and opening falls on a Helvetas Nepal holiday then the next working day shall be considered the last day.</p>
18. Bid Opening:	<p>18.1 The Employer shall open the bids virtually in the presence of the bidders' representatives as specified in the Bid Data Sheet (BDS).</p> <p>18.2 The Employer shall prepare minutes of the opening including the information disclosed to those present.</p>

19. Process to be Confidential:	<p>19.1 Information relating to the evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.</p> <p>19.2 Any efforts by the bidder to influence the Employer in the Bid evaluation, comparison or contract award decisions may result in rejection of bidder's Bids.</p>
20. Evaluation criteria:	<p>20.1 The Employer shall evaluate the bid in accordance with set criteria as specified in the evaluation and qualification criteria (EQC).</p> <p>20.2 The Financial Proposals of only those Bidders, who meet the Evaluation and Qualification Criteria, shall be opened.</p>
21. Evaluation and Comparison of bids:	<p>21.1 In evaluating the bids, the Employer shall determine for each bid the evaluated bid price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:</p> <p>21.2 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.</p> <p>21.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.</p> <p>21.4 If there is a discrepancy between words and figures, the "words" shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>21.5 If the Employer determines the quoted rates of price schedule items by Contractor are deviated unevenly leads to rejection of such bids</p>
22. Notification of Award and contract signing	<p>22.1 The Employer shall award the contract to the bid as per the BDS. The Employer shall have the right to negotiate the amount quoted by the bidder.</p> <p>22.2 The successful bidder shall deliver the performance security as specified in SCC.</p> <p>22.3 If the successful bidder fails to deliver the Performance Security and sign the contract within a specified time, the Employer holds right to award the contract to the next lowest evaluated substantially responsive bid or decide as per Employer's convenience.</p> <p>22.4 Each Bidder shall only get one package. If the bidder wins more than one package, they shall have the right to choose the package of their preference.</p>
23. Performance Security	<p>23.1 Within the deadline of the receipt of a Letter of Acceptance from the Employer, the successful bidder shall furnish the performance security in the form of Bank Guarantee from "A" class commercial bank acceptable to the Employer.</p> <p>23.2 The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the</p>



	<p>Contractor's failure to complete its obligations under the Contract.</p> <p>23.3 The amount of performance security will be according to BDS.</p>
24. Performance/ Service Delivery	<p>24.1 The bidders should supply the required resources in place and complete the works in time as per clause 6.1 of the bid document under Schedule of Requirement (SoR).</p> <p>24.2 All the delivered materials (tools and formworks) and completed works must comply with the quality and specification mentioned in the specification section of this bid document. The Contractor must ensure the proper packing and safeguarding from damage of goods during supply.</p>
25. Payment	<p>25.1 Payment will be made upon acceptance of the completed construction works by Authorized Engineer of the Employer along with the valid tax invoice and successful completion evidence.</p> <p>25.2 Payment can be made in full or partial as per convenience of Employer.</p>
26. Format and signing of bids	<p>26.1 The Bid shall be written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alterations, additions or corrections made shall be initiated by the same authorized person.</p> <p>26.2 The price schedule must be submitted on the form issued by the Employer. The price schedule filled on other papers will not be accepted and will result in disqualification of the bid. Any other submitted price schedule is to be considered only for reference.</p>
27. Joint Venture	<p>27.1 Joint venture (JV) bids shall be as stated in the BDS. The JV agreement must be duly signed by the authorized signatory of the JV partners with the assignment of lead partner.</p>
28. Employer's Right to Accept or Reject	<p>28.1 The Employer reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders.</p>
29. Confusing Specification	<p>29.1 If the parameters of the specification are confused, the manufacturer's certificate (origin of certificate) will prevail.</p>
30. National product	<p>30.1 We encourage/promote national products if equally qualified with the international product.</p>
31. Corrupt or Fraudulent practices	<p>31.1 The Employer shall reject the bid for the award if it determines that the Bidder recommended for the award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p>
32. Additional order (Variation order)	<p>32.1 The Employer may place additional order as per the provision of Bid data sheet.</p>
33. Price adjustment	<p>33.1 The price adjustment will be as stated in BDS.</p>

3. BID DATA SHEET (BDS)

ITB 1	The Employer: SRP/ Helvetas Nepal										
ITB 2	Eligibility documents: The bidders must submit the documents as part of the Technical Proposal (TP). <ul style="list-style-type: none"> Firm registration certificate - copy VAT registration certificate – copy Tax clearance certificate of 2080/81 - copy JV agreement (if applicable) Self-declaration letter for not involvement of the proprietor/s in conflict of interest and taking legal action by any sphere of the Government of Nepal or court. 										
ITB 6	6.1 Pre-bid meeting: The pre-bid meeting shall be conducted in the following: Date : 13 January 2025 Time : 14:00 Hours Place : Online via MS Teams	6.2 Clarification of bid: Bidder can send their queries/questions in following deadline and email address. Deadline : 20 January 2025, 17:00 Hours Email : procurement.np@helvetas.org. SRP/Helvetas will post the responses of the above queries/questions by 21 January 2025.									
ITB 14	Bids validity: 60 days from the date of bid submission deadline. <i>It can be extended for a further period upon agreement between Employer and Contractor.</i>										
ITB 15	Bid security: in a form of bank guarantee issued by "A" class commercial bank in favour of " SRP/Helvetas Nepal ", which is convertible into cash in Nepal without any condition (unconditional). The bid security amount should be based on the table below and its validity should be a minimum of 90 days from the last date of bid submission. <table border="1"> <thead> <tr> <th>Package</th><th>Bid Security</th><th>Validity</th></tr> </thead> <tbody> <tr> <td>I</td><td>1,220,000.00</td><td>28 March 2025</td></tr> <tr> <td>II</td><td>1,292,000.00</td><td>28 March 2025</td></tr> </tbody> </table>		Package	Bid Security	Validity	I	1,220,000.00	28 March 2025	II	1,292,000.00	28 March 2025
Package	Bid Security	Validity									
I	1,220,000.00	28 March 2025									
II	1,292,000.00	28 March 2025									
ITB 16/ 17	Bidding procedure: Single-stage: two-envelope 16.1 Preparation of bid: Technical bid: Technical bid shall be sealed separately and labelled "Technical bid" on the outer part of the envelope. Financial bid: Financial bid shall be sealed separately and labelled as "Financial										

	<p>bid" on the outer part of the envelope.</p> <p>16.2 Address for bid submission: The bid prepared as per BDS (16.1) should be submitted to the following address in an outer envelope or separately as per bidder's convenience.</p> <p>Address for submission : SRP/Helvetas Nepal, Bakhundole, Lalitpur, Nepal (adjoining building with City View Tower apartment)</p> <p>16.3 The bids comprise the following documents:</p> <p>The Technical bid should comprise the following:</p> <ul style="list-style-type: none"> • Eligibility documents as per BDS • Letter of bid • Technical proposal forms and it's supporting documents <p>The Financial bid should comprise the following:</p> <ul style="list-style-type: none"> • Price/Rate quoted BoQ by contractor
ITB 17	<p>Deadline for bid submission:</p> <p>Date: 30 January 2025 Time: 17:00 Hours Late bids will not be accepted.</p>
ITB 18	<p>The bid opening:</p> <p>The bid shall be opened on the date and time as mentioned below</p> <p>Date: 31 January 2025 Time: 11:00 Hours Place: Helvetas Nepal, Country office, Bakhundole, Lalitpur</p>
ITB 21	<p>Evaluation of Bids</p> <ul style="list-style-type: none"> • Eligibility documents will be verified. • Technical proposals will only be evaluated for responsive bidders. • Financial proposals will only be considered for technically qualified bids.
ITB 22	<p>Award of contract:</p> <ul style="list-style-type: none"> ✓ One contractor will get one package/contract only. ✓ If the bids of a qualified bidder are lowest in both packages/contracts, one of the contract will be awarded to the second lowest bid of next bidder, based on the least total cost to the SRP/Helvetas Nepal.
ITB 23	<p>The performance security: 5% of the total contract price. The validity of performance bank guarantee should be valid till 31 December 2025.</p>
ITB 27	<p>JV bids are not allowed</p>
ITB 32	<p>Additional order: As per the project requirement, additional orders can be placed within</p>

	the price validity period under this contract agreement.
ITB 33	Price adjustment: Not applicable

4. CODE OF CONDUCT FOR CONTRACTED PARTIES

1. Scope of this Code of Conduct

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

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

The organisational values are the basis for the attitude, behaviour and high standards that HELVETAS requests to be respected and adhered to by its employees.

Further, we expect that all individuals and institutions with whom HELVETAS 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 HELVETAS 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 HELVETAS and its contracted parties. In signing their contract, contracted parties take on the commitment to observe the Code of Conduct, to ensure adherence by their personnel and their subcontractors, and to behave accordingly. Any action violating the Code of Conduct may entail an enquiry and the imposition of measures relating to non-compliance with contractual obligations, or of other measures.

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



¹ Organisational Strategy HELVETAS Swiss intercooperation

2. The Components of the Code of Conduct

Loyalty and confidentiality and civic duty	The actions of contracted parties in the frame of the collaboration with HELVETAS must be consistent with the goals, the values and principles of HELVETAS as expressed in its mission statement and 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.
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.

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.

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.
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 HELVETAS 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 HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.
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 HELVETAS 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 HELVETAS and to its interests in their communications, particularly via the internet or social media

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

Any person working for a contracted party of HELVETAS who feels under pressure to act in a way that runs counter to this Code of Conduct, or who witnesses violations of the same, must inform either the management of the contracted party and/or HELVETAS. The contracted party is obliged to share the reported cases and action taken with HELVETAS.

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

4. Consequences of a violation of this Code of Conduct

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

5. Final Remarks

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

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

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

Read and agreed

Name of the contracted party:

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

Place and date

Signature:



5. EVALUATION AND QUALIFICATION CRITERIA (EQC)

5.1 Financial Situation

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
5.1.1 Historical Financial Performance					
Submission of audited balance sheets and income statements, for the last 3 (Three) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, a Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

5.1.2 Average Annual Construction Turnover					
Minimum average annual construction turnover of NRs 70.0 Million NRs. calculated as total certified payments received for construction contracts in progress or completed, within best three years out of last ten fiscal years.	must meet requirement	must meet requirement	must meet 40% of the requirement	must meet 25% of the requirement	Form FIN - 2

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.



5.2 Experience

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	One Partner	
5.2.1 General Construction Experience					
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 5 (Five) years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1

5.2.2 Specific Construction Experience: Contracts of Similar Size and Nature					
Participation as Prime contractor, management contractor, or subcontractor, in at least Two (2) Contract within the last Five (5) years, each with a value of at least NRs 40.0 Mil NRs that have been successfully or are substantially completed and that are similar to the proposed works. The similar works means construction of a public building of total built-up area of 300 Sq. M. or more and with RCC frame structure	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP – 2(a)



6. EMPLOYER'S REQUIREMENTS

6.1 Scope of work:

The earthquake of November 2023 severely affected Jajarkot, Rukum West, and nearby districts, causing extensive damage to public infrastructure and private housing, with significant loss of life and injuries. In response, there is a critical need to support the reconstruction of private homes and essential public facilities such as schools and health posts.

The reconstruction efforts emphasize adopting earthquake-resilient construction technology that aligns with environmentally friendly and green principles. The Swiss Agency for Development and Cooperation (SDC), through the Skills and Reconstruction Project implemented by Helvetas Nepal, is supporting the government in rebuilding efforts while enhancing the skills of local masons in earthquake-resistant construction.

The program focuses on training local masons in earthquake-resilient construction techniques while reconstructing schools and health posts with improved, high-quality facilities that surpass pre-earthquake conditions. It ensures the integration of earthquake-resistant and environmentally friendly methods in construction, emphasizing sustainable practices. The initiative aims to provide vital infrastructure for education and health services, directly benefiting children, women, and the broader community. Additionally, it fosters local employment opportunities and promotes effective collaboration with local and provincial governments to ensure successful implementation and long-term impact.

This initiative aims to rebuild infrastructure sustainably, strengthen community resilience, and contribute to long-term regional development.

Earthquake of November 2023 hit Jajarkot, Rukum west and nearby district.

Public infrastructure and private houses damaged due to the earthquake

Number people death and injured

Need to support private housing construction as well as public infrastructures such as school and health posts.

It is necessary to introduce and adopt earthquake resilient construction technology in private housing and reconstruction of public infrastructures as well as construction technology should support environmentally friendly green concepts to the possible extent.

Swiss agency for development and cooperation SDC through its project Skills and Reconstruction project which is implemented by Helvetas Nepal is supporting in government endeavor in reconstruction as well as enhancing skills of local masons in earthquake resistant construction technology.

Mason training in earthquake resilient construction technology and reconstruction of public infrastructure such as schools and health post buildings are the main activity.

Reconstruction of schools and health buildings will provide good facilities to local residents even compared to pre-earthquake situations.

Reconstruction program will mainly emphasize on providing physical facility to children, women and local community for education and health services.

Introduction of earthquake resistance construction technology during construction and environmentally friendly construction approach. Quality of construction work.

Support in Local employment creation.

Collaboration with local and provincial government during the implementation of program.

6.2 Minimum Support Staff of Contractor

The following support staff are in addition to the S.No. 1 to 5 of Technical Specification 138.3; Table 100.1 shall apply.

S.No.	Position	Number	Qualification	Total Work/Business Experience (years)	In Similar Work (years)	Remarks
6	Sub Engineer	2	Diploma in Civil Engineering or Equivalent	Not less than 5 years	Not less than 3 years	Full Time
7	Supervisor	2	TSLC in Civil or equivalent	Not less than 5 years	Not less than 3 years	Full Time

2



7. BILL OF QUANTITIES (BOQ)

SN	Document Title	BoQ Ref#	No. of pages
1	BoQ, Arma Health Post, Sanibheri-11, Arma, Rukum West	BoQ-1	11 pages
2	BoQ, Nepal Rastriya Basic School, Bheri-9, Pouri, Jajrkot	BoQ-2	12 pages

Detailed BoQs (BoQ1 & BoQ2) for each building are attached separately to be filled up by the contractor.



8. BID FORM AND PRICE SCHEDULE

8.1 LETTER OF BID

To: SRP/ Helvetas Nepal

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents.
- b) We offer to execute in conformity with the Bidding Documents the following Works:
- c) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) If our bid is accepted, we commit to obtain performance security in accordance with the Bidding Document.
- e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- f) We declare that we have not been blacklisted and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- h) If awarded the contract, the person named below shall act as contractor's representative.
- i) If awarded the contract, contractor respect and comply the Employer's code of conduct unless violating the prevailing rules of Government of Nepal.
- j) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Authorized signature: _____

Name _____

In the capacity of _____

Company Name _____

Company Seal/stamp: _____

Date: _____



8.2 BIDDER'S INFORMATION FORM

[The bidder shall fill in the following Form. No alterations to its format shall be permitted and no substitutions shall be accepted.]

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	Nepal
4.	Bidder's Year of Registration:	
5.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:	
6	Bidder's Telephone/Fax numbers:	
7	Bidder's Email Address:	



8.3 TECHNICAL PROPOSAL FORM:

8.3.1 Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed Requirements. The data on their experience should be supplied using the Form below for each candidate.

No.	Name	Position*	Academic Qualification	Total Work Experience [Years]	Experience in Similar Works [years]
1.					
2.					
3.					
4.					
5.					



8.3.2 Resume of Proposed Personnel

The Bidder shall provide all the information requested below.

Position*		
Personal Information	Name	Date of Birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last twenty years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company, Project, Position and Relevant Technical and Management Experience



8.3.3 Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section VI (Work Requirements). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

(i) For the equipment under Bidder's ownership

No.	Equipment Type and Characteristics	Total Nos. of Equipment under Bidder's Ownership	No. of Equipment engaged/proposed for ongoing/committed contracts	Nos. of Equipment proposed for this contract
1.				
2.				
3.				
4.				
5.				

(ii) For the Equipment to be leased/hired

No.	Equipment Type and Characteristics	Total Nos. of Equipment under the ownership of lease/hire provider	No. of Equipment engaged/committed for other works	Nos. of Equipment proposed to be leased/hired for this contract
1.				
2.				
3.				
4.				
5.				
Type of Equipment				
Equipment Information		Name of manufacturer		Model and power rating
		Capacity		Year of manufacture
Current Status		Current location		
		Details of current commitments		
Source		Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured		

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

The Bidder shall be solely responsible for the data provided. However, this shall not limit the right of Employer to verify the authenticity of submitted information.

(Handwritten signature)



8.4 Qualification Criteria Form

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [in NRS]		
Year 1 :	Year 2 :	Year 3 :

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profit Before Tax			
Profit After Tax			

- o Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions.
- o All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- o Historic financial statements must be audited by a certified auditor.
- o Historic financial statements must be complete, including all notes to the financial statements.
- o Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 10 Years (Construction only)	
Year	Amount Currency

- Average Annual Construction Turnover
(Best three years within the last 10 years)



Form EXP - 1: General Construction Experience

Each Bidder or member of a JV must fill in this form.

General Construction Experience				
Starting Month Year	Ending Month Year	Year	Contract Identification and Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder



Form EXP - 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No..... of.....	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<input type="checkbox"/> NRS		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
<p>Note :</p> <p><i>The Employer should insert here contract size, complexity, methods, technology, or other characteristics as described in Section VI (Work Requirements) against which the bidder demonstrates similarity in the box on the right-hand-side.</i></p>			

9. CONDITION OF CONTRACT

9.1 General Conditions of Contract (GCC)

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

1. "The Contract" means the agreement entered into between the Employer and the contractor and signed by both the parties and it includes all attachments and appendices thereto and all documents incorporated by reference therein.
2. "The Contract Price" means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligation.
3. "The works" means the civil works needs to be carried by the contractor under this contract.
7. "Engineer" or "The Employer's representative" means the engineer appointed by the Employer from time to time for inspection/supervision of works carried out by the contractor under this contract.
8. "The Delivery Site" means the place or places where civil works are to be carried out under this contract.
9. "Day" means calendar day.
10. "Specification" means the design, drawing, standard norms, guidelines etc. which determines the quality of the civil work approved by the Employer under this contract.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. Standards

- 3.1 The civil work and goods supplied and construction works completed under this Contract shall conform to the standards mentioned in the **Technical Specifications**.
- 3.2 Wherever reference is made in the **Technical Specifications** to specific standards and codes to be complied with, the specified standards and codes shall apply and the provisions of the latest edition or revision of the standards or codes shall apply only with the pre-consent of the Employer.

4. Use of Contract Documents and Information

- 4.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Employer to any person other than a person employed by the Contractor for performing the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information except for purposes of performing the Contract.

- 4.3 Any document, other than the Contract itself, shall remain the property of the Employer and shall be returned (all copies) to the Employer on completion of the Contractor's performance under the Contract, if so, required by the Employer.
- 5. Patent Rights** The Contractor shall indemnify the Employer against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 6. Inspections and Tests**
- 6.1 The Employer or its Representative shall have the right to inspect and/or to test the goods and examine the skill of the civil work and the quality of civil works at its own costs. The **Technical Specifications** shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and tests may be conducted at house level.
- 6.3 Any inspected or tested works fail to conform to the Specifications, the Employer may reject the works, and the Contractor shall either replace the rejected works or make alternations necessary to meet standard requirements, free of cost to the Employer.
- 6.4 Nothing in GCC shall in any way release the Contractor from any warranty or other obligations under this Contract.
- 6.5 A Certificate of Acceptance shall be issued by the Employer after necessary inspection and tests of the works, in case the works conform to the specifications and drawings.
- 7. Packing**
- 7.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at all points in transit.
- 7.2 The packing, marking and documentation inside and outside the packages shall comply strictly with such special requirements as delineated instructed by the Employer.
- 8. Insurance** The civil work used at construction sites shall be fully insured.
- 9. Transportation**
- 9.1 The Contractor shall bear all the cost of transportation of their skilled /unskilled civil work to the houses as requested by the EMPLOYER or authorized engineer.
- 9.2 Transportation of the goods (tools and formworks) after delivery at the destination point shall be the responsibility of the Contractor.
- 10. Incidental Services** The Contractor may be required to provide incidental services, including additional services, if any.
- 11. Warranty**
- 11.1 The Contractor warrants that the Goods supplied under the Contract are new and unused. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor.

- 11.2 The warranty shall remain valid for (12) months after the delivery of the goods at the destination point indicated in the Contract to the satisfaction of the Employer.
- In case any defect is observed or found in the goods at the site, the Contractor shall be liable to bring back the defective goods and shall replace them with proper ones at his/her own costs.
- 11.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 11.4 Upon receipt of such notice, the Contractor shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Employer.
- 11.5 If the Contractor, having been notified, fails to take remedial action within fifteen (15) days from date of receipt of notice, the Employer may proceed to take such action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.
- 12. Payment and Taxes**
- 12.1 Payment will be made upon acceptance of the completed civil works with evidence by Authorized Engineer of the Employer along with the valid tax invoice. Payments shall be made by the Employer, within 15 days. The full and final payment shall be made only after completion of whole civil works and acceptance by the Employer. The Employer may consider part payment based on completed houses upon request of the Contractor and if deemed essential on mutual understanding.
- 12.2 All taxes applicable shall be for the Contractor's account.
- 12.3 VAT shall be explicitly mentioned on the invoice and shall be for the Employer's account.
- 13. Prices**
- 13.1 Prices charged by the Contractor for works under the Contract shall not vary from the prices quoted by the Contractor in its bid.
- 14. Order Placement**
- 14.1 The Employer may place the order on lot basis in a written form to the Contractors.
- 14.2 Actual contract size, quantity, duration etc. can be done in accordance with clauses of contract (refer SCC).
- 14.3 The order size will be confirmed at the time of order placement. (refer SCC).
- 14.4 Additional order: the Employer can place order for additional quantity within price validity period under this agreement if required.
- 15. Contract Amendments**
- 15.1 Duration of contract may be extended by mutual understanding without affecting the agreed quality and cost.
- 15.2 Price validity of original contract may be extended by mutual understanding of contracting parties.
- 16. Assignment**
- The Contractor shall not assign to a third party, in whole or in part, its obligations to perform under the Contract, except with the Employer's prior written consent.
- 17. Subcontracts**
- The civil work shall be fully supplied/performed by the Contractor and shall strictly abstain from sub-contracting in whole or any portion of the contractor to any other Contractor other than other than the partners mentioned in Bid Form.

- 18. Delays in the Contractor's Performance**
- 18.1 Completion of the construction works and delivery of the goods and performance of services shall be made by the Contractor in accordance with the time schedule specified by the Employer in the **Schedule of Requirement.**
- 18.2 An unexcused delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to any or all of the following sanctions: imposition of liquidated damages, termination of the Contract and /or disqualification up to a period of two years.
- 18.3 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely completion of construction works and delivery of the goods and performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance, with or without liquidated damages.
- 19. Liquidated Damages**
- If the Contractor fails to complete any or all of the civil works or to perform within the time period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.25% of the contract price of the delayed construction works for each day of delay until actual completion, up to a maximum deduction of (10%) percent of the Contract Price. Once the maximum is reached, the Employer may consider termination of the Contract.
- 20. Termination for Default**
- 20.1 The Employer may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:
- a) if the Contractor fails to complete any or all of the construction works within the time period(s) specified in the Contract, or any extension thereof granted by the Employer; or
 - b) if the Contractor fails to perform any other obligation(s) under the Contract; or
 - c) if the Employer is of opinion that the civil works and goods (tools and formwork) does not conform to the set standard, specification and/or drawings.
- 20.2 In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, civil work, goods or services similar to those undelivered or unacceptable. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 21. Force Majeure**
- 21.1 For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.
- 21.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.

21.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of civil work/ materials from regular sources or disruption of power supply shall not be an excuse for the Contractor for not performing its obligations under this clause.

21.4 Any waiver/extension of time in respect of the delivery/ acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.

21.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.

21.6 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22. Termination for Insolvency

The Employer may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

23. Termination for Convenience

23.1 The Employer, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time convenient to it. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

23.2 The Goods that are complete and ready for delivery within 15 days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:

- b) to have any portion completed and delivered at the Contract terms and prices; and/or
- c) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractors.

24. Resolution of Disputes

24.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2 If, after twenty-eight (28) days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.

- 25. Governing Language** The Contract shall be written in the English language. The English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties may be written in Nepali and/or English language.
- 26. Applicable Law** The Contract shall be interpreted in accordance with the laws of Nepal.
- 27. Notices**
- 27.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing and confirmed in writing to the other party's address. Notice sent by facsimile or by email does not need confirmation of the receiver.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28. Taxes and Duties** The Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the contracted civil works and goods to the final destination point.
- 29. Corruption** The Contractors shall adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. A "corrupt practice" refers to the offering, giving, receiving or soliciting (directly or indirectly) of anything of value to improperly influence the actions of another person. Corruption in the procurement process generally involves a fraudulent act such as bribery or a kickback. Contractually Contractor shall declare that they are not engaged in corrupt practices; they must disclose any situation that may appear to be a conflict of interest. Helvetas Nepal has a "zero tolerance" policy regarding acceptance of gifts or hospitality; and there are restrictions on employment of former Helvetas Nepal staff members.
- 30. Blacklist** The Employer cannot continue the contract with the firm/company as and when blacklisted by the Government of Nepal to the limitation of blacklisting decision.

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9.2 Special Conditions of Contract (SCC)

This SCC is an integral part of the contract

Clause	Item
GCC 1.1 (e)	The Employer: SRP/ <u>Helvetas Nepal</u>
	<p>The Currency of the performance security shall be in Nepalese Rupees. The amount of the performance security shall be as follows:</p> <p>The successful bidder should submit a performance guarantee, issued by "A" class commercial bank specified by Nepal Rastra Bank in favour of the Employer as stated in the SSC with a validity mentioned therein.</p> <p>The amount of performance security should be minimum of % of total contract amount as stated in ITB(23).</p>
GCC 11	The warranty period shall be 12 months.
GCC 12	<p>The terms of payment to be made to the Contractor under the contract shall be as follows:</p> <p>1. The payment shall be made:</p> <p>(a) Payment will be made upon acceptance of the completed civil works with evidence by Authorized Engineer of the Employer along with the valid tax invoice.</p> <p>(b) All payment shall be made through A/C payee cheque or bank transfer from the account division/unit of the Employer.</p> <p>(c) Full and final payment shall be made after successful completion of the contract.</p>
GCC	<p>For the notices, the Employer's address shall be:</p> <p>Office location : Khalanga, Jajarkot</p> <p>Email : srp.np@helvetas.org</p> <p>Focal point : as per assigned by employer in the contract</p> <p>For notices, the Contractor's address shall be:</p> <p>Name and Address of the Contractor:</p> <p>Telephone number:</p> <p>Facsimile number:</p> <p>E-mail Address:</p>



10. SAMPLE FORMS AND FORMATS

10.1 CONTRACT AGREEMENT

THIS AGREEMENT made on the day of between SRP/Helvetas Nepal, Bakhundole, Lalitpur (hereinafter "the Employer"), of the one part, and M/s of, Nepal (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer invited Bids for the construction of public buildings and has accepted a Bid by the Contractor for the construction, supply, and delivery of materials and related services in the sum of NRs. [in words] (hereinafter "the Contract Price"). The contract price shall be finalized according to mutual agreement and actual measurement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Letter of Acceptance;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Contractor;
 - (c) the Condition of contract
 - (e) the Technical specifications, engineering drawings and BoQ
 - (f) any other documents shall be added here.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to provide the Civil work, Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the Civil work, materials and related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The Contractors should issue VAT invoices in the name of **SRP/ Helvetas Nepal** and overwritten contents on the invoices will not be accepted.
6. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month, and year indicated above.

On behalf of
SRP/Helvetas Nepal

Signature:
Name:
Designation:
Date:
Seal:

Witness,
Signature:
Name:

On behalf of the Contractor
M/s

Signature:
Name:
Designation:
Date:
Seal:

Signature:
Name:



10.2 PERFORMANCE SECURITY

[insert Bank's Name, and Address of Issuing Branch or Office]

Date: [insert date]

Beneficiary: **SRP/ Helvetas Nepal**

Date:

Performance Guarantee No.:

We have been informed that name of the Contractor.
(hereinafter called "the Contractor") has entered into Contract No. reference
number of the contract. dated with you, for the
execution of name of contract and brief description of goods
and related services. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance
guarantee is required.

At the request of the Contractor, we name of the
bank. hereby irrevocably undertake to pay you any sum
or sums not exceeding in total an amount of name of the currency and
amount in words (.
amount in figures.) such sum being payable in the types and
proportions of currencies in which the Contract Price is payable, upon receipt by us of your first
demand in writing accompanied by a written statement stating that the Contractor is in breach of
its obligation(s) under the Contract, without your needing to prove or to show grounds for your
demand or the sum specified therein.

This guarantee shall expire, no later than the day of
and any demand for payment under it must be received by us at this office on or before that date.

.....
Signature(s) and seal of bank (where appropriate)



10.3 BID SECURITY

[insert Bank's Name, and Address of Issuing Branch or Office]

Date: [insert date]

Beneficiary Name: SRP/ Helvetas Nepal

BID GUARANTEE No.: [insert guarantee number]

We have been informed that [insert name of the bidder] (hereinafter called "the bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of [insert name of procurement contract] under Invitation for Bids No. [insert contract number] ("the Invitation").

Furthermore, we understand that, according to your conditions of contract, the bids must be supported by a bid guarantee.

We [insert name of issuing Bank] hereby irrevocably undertake to pay you a total amount of [insert amount in figures of bid security] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation under the bid conditions.

This guarantee will expire in days after the expiration of the bidder's bid which comes to be [insert the date of expiry of the bid security].

Consequently, any demand for payment under this guarantee shall be received by us at the office on or before expiry date of bid security.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____
Date _____



10.4 LETTER OF ACCEPTANCE

[on letterhead paper of the Employer]

Date.....

To: Name and address of the Contractor

Subject: Notification of Award

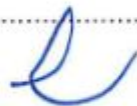
This is to notify that your bid related to bid notice dated for supply and delivery of **Package-**..... We understand that your bid complied with all the **technical specification** mentioned in the bid document. Based on these understanding the total contract price of Nepalese Rupees (in words: *only*) including VAT, transportation, loading/unloading and marine insurance has been accepted by us in accordance with bid document.

You are hereby informed to contact this office for formal contract agreement latest by before 5:00 PM accompanying an unconditional performance security of NRs. (in words: *only*) from a "A" class commercial bank specified by Nepal Rastra Bank in favour of **SRP/Helvetas Nepal**". The validity of performance security must be days from the date of award notification. As per the conditions of the contract, you are also required to submit a performance guarantee, as specified in the format included in the Bidding Document.

In case you fail to furnish the performance security and to sign the contract within the specified period, the Employer reserves the right to cancel this award notification and forfeit the bid security.

Authorized Signature:

Name and Title of Signatory:



11. APPENDICES AND ANNEXES

11.1 Bill of Quantities (BoQs); as attached

11.2 Technical specifications (as attached)

11.3 Engineering drawings (as attached)

