

## INVITATION FOR BIDS

Date of first publication: 29 March 2025

The **Provincial Support Programme (PSP)** is a strategic initiative led by the Office of the Chief Minister and Council of Ministers (OCMCM), Koshi Province, with support from the Swiss Agency for Development and Cooperation (SDC). Helvetas Nepal provides technical assistance to the program on behalf of SDC.

1. **PSP/ Helvetas Nepal** invites **Sealed Bids** from the interested and qualified bidders for the provision of hotel services to conduct various orientation/ training/ meeting in Biratnagar and Vedetar of Koshi Province, with the aim of establishing a Long-Term Agreement.
2. The bidding document is made available free of cost at <https://notice.helvetasnepal.org/>.
3. Pre bid meeting (virtual) shall be held at **2 PM, 07 April 2025**. Interested potential bidders should confirm their participation at [psp.np@helvetas.org](mailto:psp.np@helvetas.org) to obtain the virtual meeting ID by **06 April 2025 before 4 PM** to participate in the meeting.
4. Sealed bids must be submitted to the following office address no later than **2 PM on 16 April 2025**. Bids received after the deadline shall be rejected.

**Provincial Support Programme (PSP)**

Koshi Province,

Roadcess Chowk, Biratnagar-13

Email: [psp.np@helvetas.org](mailto:psp.np@helvetas.org)

5. The bids will be opened on **16 April 2025, at 3 PM** in the presence of Bidder's representatives who choose to attend.
6. PSP/ Helvetas Nepal reserves the right to accept or reject any bids partially or fully without assigning any reasons whatsoever.





**BIDDING DOCUMENT**

**FOR THE**

**PROCUREMENT**

**OF**

**HOTEL SERVICES**

**TO CONDUCT ORIENTATION/TRAINING/MEETING**

**IN**

**BIRATNAGAR & VEDETAR, KOSHI PROVINCE**

**Contract ID: PSP/GS/01/2025-2026**

**Issued by**  
**Provincial Support Programme**  
Koshi Province, Biratnagar

**29 March 2025**



## ABBREVIATIONS

BDS	Bid Data Sheet
BD	Bidding Document
COC	Conditions of Contract
OCMCM	Office of the Chief Minister and Council of Ministers
PSP	Provincial Support Programme
IFB	Invitation for Bids
ITB	Instructions to Bidders
ITT	Instructions to Tenderer
SDC	Swiss Agency for Development and Cooperation
SoR	Schedule of Requirements
VAT	Value Added Tax



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## 1. Background Information on Provincial Support Programme

The Provincial Support Programme (PSP) Phase 1 Extension is a strategic initiative led by the Office of the Chief Minister and Council of Ministers (OCMCM), Koshi Province, with support from the Swiss Agency for Development and Cooperation (SDC). Helvetas Nepal provides technical assistance to PSP on behalf of SDC. It builds on efforts to strengthen equitable service delivery, foster intergovernmental collaboration, and ensure accountability. The province's diverse socio-political context, marked by ethnic tensions and economic potential, underpins the programme's design, which aims to enhance governance while respecting cultural and regional diversity.

## 2. Summary of the Requirement

Provincial Support Programme Nepal has been working in Koshi Province, Biratnagar together with different ministries of province government, Secretariat of Province Assembly and local levels of Koshi Province to implement programme. PSP is required to organize a wide range of training, workshops, and meetings for its different stakeholders. Therefore, to organize such events, the Provincial Support Programme needs hotel services in Biratnagar and Vedetar of Koshi Province to provide food, accommodation, training/ conference hall along with other accessories to accomplish the events. PSP is looking for hotel services as below; Details of the requirement are mentioned in the annexes.

## 3. ITT Overview and Instructions

### 3.1 Overview

The Provincial Support Programme is inviting interested bidders to submit a **bid** for services as part of a competitive process for **the supply of hotel services at Biratnagar and Vedetar of Koshi Province**. Successful Bidder(s) will be expected to enter into a **Long-Term Agreement** on an **exclusive basis** allowing us to maintain a pool of hotels for frequent and multiple events. Provincial Support Programme reserves the right not to award a contract as a result of this Invitation to Tender, or to award to multiple successful Bidders.

### 3.2 Instructions to Bidders

These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is the Bidders' responsibility to ensure their offer is complete and that you provide all the necessary information asked for in the format specified, or risk your offer being rejected. Further details can be found in section 9 of this ITT document, **'Submission Checklist.'**

Documents comprising this tender pack are as follows:

- **Ref No: PSP/GS/01/2025/026** - Supply of hotel services at Biratnagar and Vedetar
- **ANNEX A** – Price Schedule and Requirements
- **ANNEX B** - Supplier Questionnaire (General Information)
- **ANNEX C** - Helvetas Code of Conduct for contracting parties

Tenderers are required to submit their proposal (bid), inclusive of all required annexes (hard copy), in a sealed bid envelop to the address given below. No electronic submission is entertained and only the sealed bid is accepted in hard copy of the bid. Offers must be received by the deadline specified in the section **'3.3 Key Dates and Timelines.'**

**Provincial Support Programme (PSP)**  
Koshi Province,  
Roadcess chowk, Biratnagar-13  
Email: [psp.np@helvetas.org](mailto:psp.np@helvetas.org)

The offer and all correspondence and documents related to the tender must be written in English Languages.



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



Each Tenderer or member of the consortium may submit only one offer.

- Unless stated otherwise, all communications from Bidders in relation to this tender, including Clarification Questions, must be directed to [psp.np@helvetas.org](mailto:psp.np@helvetas.org) and must include the ITT reference number as below in the envelop as well as while seeking clarification.
- **Ref No: PSP/GS/01/2024/025-Biratnagar** (If supply of hotel services at Biratnagar)
- **Ref No: PSP/GS/01/2024/025-Vedetar** (If supply of hotel services at Vedetar)

### 3.3 Key Dates and Timelines

The following table outlines the key dates and timelines associated with this tender process. Provincial Support Programme reserves the right to change these dates at any time as the tender progresses. To maintain transparency, fairness, and adequate time to prepare your offers, Provincial Support Programme will inform all interested Bidders of any changes to these key dates and timelines simultaneously and in a timely fashion.

Activity	Deadline Date
Issue of Invitation to Tender	29 March 2025
Pre-bid meeting (virtual)	2:00 PM, 07 April 2025
Deadline for Queries/Questions about tender seeking clarifications by supplier	On or before 8 April 2025, by 5:00 PM
Deadline for posting responses to queries of suppliers	On or before 9 April 2025, by 4:00 PM
Deadline for submission of bids	On or before 16 April 2025, by 2:00 PM
Bid opening	16 April 2025, by 3:00 PM

**Note: Late submission of bids than the prescribed date and time will not be accepted and returned immediately.**

### 3.4 Pricing

Bidders are required to complete the pricing schedule and requirements attached separately in 'Annex A – Pricing Schedule and Requirements.' All prices must be quoted in **Nepalese currency**, and exclusive of VAT. Please mention any applicable taxes as a note on the bottom of price schedule.

It is expected that prices will be fixed for the duration of the contract and quotes will be valid until 31 March 2026. If for any reason you are unable to guarantee fixed pricing for the duration of the contract, any projected price increases should be clearly stated in your tender.

To ensure a fair and transparent process, the Provincial Support Programme will not be able to divulge budget information relating to this tender or associated programs. It is expected that Bidders will submit their best possible financial offer at the point of submission.

Successful Bidder will be required to pay their staff who work on this contract at least the National Living Wage.

## 4. Specification and Scope of Requirement

Please refer to 'Annex A and B for full details of the requirement.

## 5. Eligibility and Evaluation Criteria

Bids will be assessed against predetermined criteria which have been developed and agreed by the Tender Panel prior to launching this Tender process. The information gathered in 'Annex A - Pricing Schedule and Requirements and Annex B - Supplier Questionnaire (General Information)' and any other requested documentation, will be used to evaluate and scoring each

Bid against this set criteria. Please find further details on the table below:

### 5.1 Eligibility Criteria:

The following legal and supporting documents shall be part of compliance.

S.N.	Particulars	Requirements	Bidder's action	Remarks
<b>A</b>	<b>Mandatory legal documents</b>			
1	Copy of valid firm/company registration certificate	Yes	<input type="checkbox"/>	Bidder should mark tick (✓) for submitted documents and cross (×) for not submitted documents.
2	Copy of VAT registration certificates	Yes	<input type="checkbox"/>	
3	Copy of tax clearance certificate for the fiscal year <b>2080/081</b>	Yes	<input type="checkbox"/>	
<b>B</b>	<b>Other supporting documents</b>			
4	Self-declaration letter of not being blacklisted by the Government of Nepal	Yes	<input type="checkbox"/>	
5	Experience certificates in similar services (at least 3 events should be submitted)	Yes	<input type="checkbox"/>	
6	Completed price schedule	Yes	<input type="checkbox"/>	
7	Completed general information and physical infrastructure form	Yes	<input type="checkbox"/>	
8	Affiliation of governing authority for hotel service business (optional)	Yes	<input type="checkbox"/>	

*Note: The documents listed under section A - mandatory legal documents are required to be eligible for further evaluation.*

### 5.2 Physical verification:

The verification of physical infrastructure will be carried out only for those bidders/ hotels who meet the eligibility requirements as mentioned in section A in the table above. Verification of physical infrastructure shall be done in line with the proposal of physical infrastructure information provided by the hotel in prescribed proposal form (Annex B-II).

## 6. Evaluation and award of contract

PSP/Helvetas will establish Long-Term Agreements with certain number of highest-scoring hotels at Biratnagar and Vedetar separately, creating a pool of hotels to ensure flexibility and availability for frequent and multiple events. The evaluation of bids, including cost comparison, will be conducted separately for hotels in Biratnagar and Vedetar. The contracts will be awarded using the Quality and Cost-Based Selection (QCBS) method. The evaluation criteria and their corresponding weights are as follows:

- Capacity of conference/ meeting hall (with all amenities e.g. power backup, PA system, Wi-Fi, white & soft boards, multimedia screen) - **(20%)**
- Capacity of room with attached bathroom & hot water (clean, hygienic, and comfortable rooms with standard amenities e.g. Wi-Fi, room service, water, mosquito repellent, tea/coffee) - **(20%)**
- Restaurant/dining hall capacity - **(10%)**
- Experience in similar services (at least 3 residential events) - **(5%)**
- Safety and security - **(5%)**
- Parking space - **(5%)**
- Location & accessibility - **(3%)**
- Other amenities - **(2%)**
- Financial proposal - **(30%)**

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The cost comparison shall be done by comparing rates of full board packages from the bidders. If the selected hotel fails to contact this office within stipulated time and conditions of award notification for contract signing, PSP/Helvetas Nepal will not consider for the upcoming contract to such service providers.

## **7. Conditions of Contract (CoC)**

Business related terms and conditions:

- I. PSP will not be liable for any costs or expenses incurred in the preparation of your bid/proposal.
- II. PSP reserves the right to keep confidential the circumstances that have been considered for the selection of the bids.
- III. PSP shall be responsible for informing the additional requirements to service providers allowing the substantial time.
- IV. Part of the evaluation process may include a presentation from the bidder and a site visit/physical verification by PSP staff, where applicable and necessary.
- V. PSP reserves the right to cancel this tender and contract award process at any time.
- VI. PSP does not bind itself to accept only the lowest offer, and prices corresponding to amenities may be the deciding factors of the award.
- VII. The service provider shall be responsible for fully complying to the Helvetas Code of conduct for contracting parties (Annex C).
- VIII. The service provider shall be responsible for tax obligations regarding diplomatic VAT refund procedures as any outstanding of tax obligations of the service provider leads to rejection of tax invoice by IRO for VAT refund.

**Service delivery related terms and conditions:**

- I. All the services outlined in this contract shall be within the standard of governing/regulatory body.
- II. All the services under this contract should be healthy, hygiene and delivered in a timely manner.
- III. All the usage of the services should be log/record verified with the PSP authorized person.
- IV. The service provider shall be responsible to inform PSP/Helvetas Nepal in advance for any modification of the services.
- V. The service provider shall be responsible for carrying out required adjustments within the agreed quality and standards.

**Payment terms**

- I. Advance payment: There will be no advance payment.
- II. Invoice submission: Tax invoice should be submitted to PSP/Helvetas Nepal supported by attendance of participants verified by PSP staff.
- III. Payment will be released through cheque or bank transfer upon submission of tax invoice within 15 days after deducting TDS. TDS shall apply as per prevailing rule of the Government of Nepal.

**Contract modifications and closure-related terms:**

- I. The contract shall be effective upon signing of the contract by both parties.
- II. The contract shall be modified upon mutual agreement of the parties.
- III. The contract shall be valid till the expiry of the contract or termination by exchanging prior written notice of 1 month by the parties whichever is earlier.
- IV. The contract shall be in accordance with the activity and capacity of the service provider.
- V. Sub-contracting shall not be allowed under this contract.
- VI. Dispute resolution shall be done through bilateral negotiations and mutual understanding.



## 8. Provincial Support Programme's Ethical & Environmental Statement

- The organisation should establish environmental standards and good practices that follow the principles of ISO 14001 Environmental Management Systems, and in particular to ensure compliance with environmental legislation
- The organization should seek to set reduction targets in areas where the organization's activities lead to significant environmental impacts

## 9. Submission Checklist

Document	Details
<b>Annex A - Pricing Schedule and requirements</b>	Please complete with all requested information and return in format mentioned in this document as Annex A.
<b>Annex B - Supplier Questionnaire (General Information)</b> I. Bidder's information form II. Physical infrastructure proposal form	Please complete with all requested information and return in the same format mentioned in this document as Annex B (I & II).
<b>Annex C – Helvetas Code of Conduct for contracting parties</b>	Please sign and date this document
Company registration (legal documents) Registration/ affiliation with sectoral business (if applicable)	<ul style="list-style-type: none"><li>• Copy of company registration, and renewed document</li><li>• Copy of company affiliation with sectoral business entity (if applicable)</li></ul>
PAN/VAT registration certificate	<ul style="list-style-type: none"><li>• Copy of PAN/VAT registration</li></ul>
Tax clearance certificate-latest prevailing financial year must be submitted - FY 2080/081	<ul style="list-style-type: none"><li>• Copy of tax clearance certificate of FY 2080/081 or letter of extension or any permission doc from IRO</li></ul>
Self-declaration letter of not being blacklisted by the Government of Nepal	<ul style="list-style-type: none"><li>• To be written on the organization's letterhead and signed by authorized representative</li></ul>
Experience certificates in similar services	<ul style="list-style-type: none"><li>• At least 3 events should be submitted</li></ul>
Menu of the food/snacks/beverage items	<ul style="list-style-type: none"><li>• Submit your menu separately what you are offering to PSP.</li></ul>

*Note: In addition to above checklist, the organization can submit company/ hotel brochure along with safety and security measures within hotel premises if available.*

## ANNEX A – Price Schedule and Requirements

### Price Schedule (Full board)

SN	Packages	Food Requirement	Room Type	Rate exclusive of VAT (NRs.)	
				In figure	In words
1	Full board package (Single Occupancy) including Breakfast, buffet lunch, tea/coffee with cookies, buffet dinner and Bed	<b>Buffet Breakfast (Non-Veg.):</b> Puri/paratha, jeri, seasonal mixed veg, boiled egg, sausage, fresh mixed fruits, fresh juice, curd, tea/coffee (Indian or continental or American alternatively) <b>Buffet Lunch (Non-Veg.):</b> Plain rice/jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd, with non-veg (fish or chicken or mutton alternatively) and Desert with drinking water <b>Tea/Coffee:</b> 2 times tea/coffee with cookies/pakoda <b>Buffet dinner (Non-Veg.):</b> Plain rice/ jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd with non-veg (fish or chicken or mutton alternatively) with drinking water	<b>Room with AC:</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
			<b>Room without AC (applicable for Vedetar only):</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
2	Full board package (Double Occupancy) including Breakfast, buffet lunch, tea/coffee with cookies, buffet dinner and Bed	<b>Buffet Breakfast (Non-Veg.):</b> Puri/paratha, jeri, seasonal mixed veg, boiled egg, sausage, fresh mixed fruits, fresh juice, curd, tea/coffee (Indian or continental or American alternatively) <b>Buffet Lunch (Non-Veg.):</b> Plain rice/jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd, with non-veg (fish or chicken or mutton alternatively) and Desert with drinking water <b>Tea/Coffee:</b> 2 times tea/coffee with cookies/pakoda <b>Buffet dinner (Non-Veg.):</b> Plain rice/ jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd with non-veg (fish or chicken or mutton alternatively) with drinking water	<b>Room with AC:</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
			<b>Room without AC (applicable for Vedetar only):</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		



### Price Schedule (Semi Board)

SN	Packages	Food Requirement	Room Type	Rate exclusive of VAT (Nrs.)	
				In figure	In words
1	Semi Package (Single Occupancy) including Buffet dinner and Bed	<b>Buffet dinner (Non-Veg.):</b> Plain rice/ jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd with non-veg (fish or chicken or mutton alternatively) with drinking water	<b>Room with AC:</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
			<b>Room without AC (applicable for Vegetar only):</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
2	Semi Package (Double Occupancy) including Buffet dinner and Bed	<b>Buffet dinner (Non-Veg.):</b> Plain rice/ jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd with non-veg (fish or chicken or mutton alternatively) with drinking water	<b>Room with AC:</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
			<b>Room without AC (applicable for Vegetar only):</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		

### Price schedule (Additional Service)

SN	Food Requirement	Rate exclusive of VAT (Nrs.)	
		In figure	In words
1	<b>Buffet Breakfast (Veg.):</b> Puri/paratha, jeri, seasonal mixed veg, fresh mixed fruits, fresh juice, curd, tea/coffee (Indian or continental or American alternatively)		
2	<b>Buffet Breakfast (Non-Veg.):</b> Puri/paratha, jeri, seasonal mixed veg, boiled egg, sausage, fresh mixed fruits, fresh juice, curd, tea/coffee (Indian or continental or American alternatively)		
3	<b>Buffet Lunch (Non-Veg.):</b> Plain rice/jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd, with non-veg (fish or chicken or mutton alternatively) and Desert with drinking water		
4	<b>Tea/Coffee:</b> Hi- tea/coffee with cookies/ pakoda		
5	<b>Buffet dinner (Veg.):</b> Plain rice/ jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd with mushroom or paneer with drinking water		



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6	<b>Buffet dinner (Non-Veg.):</b> Plain rice/ jeera rice/ pulao, noodles/roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd with non-veg (fish or chicken or mutton alternatively) with drinking water		
7	<b>Single Occupancy: with AC</b>		
a)	Standard Room	Per Night/Room	
b)	Deluxe Room	Per Night/Room	
8	<b>Double Occupancy: with AC</b>		
a)	Standard Room	Per Night/Room	
b)	Deluxe Room	Per Night/Room	
9	<b>Single Occupancy: without AC</b>		
a)	Standard Room	Per Night/Room	
b)	Deluxe Room	Per Night/Room	
10	<b>Double Occupancy: without AC</b>		
a)	Standard Room	Per Night/Room	
b)	Deluxe Room	Per Night/Room	

**Note:**

- (1) The quoted price must include the cost of corresponding room type, bed type, and the items of food as mentioned above.
- (2) Quoted rate should be excluding VAT. Please mention any applicable taxes as a note on the bottom of price schedule.
- (3) The measurement of the unit for the quantity will be in occupancy (single or double whichever is relevant)
- (4) Please submit your food/snacks/ beverage menu separately to PSP offering corporate/ discount rate.

Authorized signature: \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Seal/stamp: \_\_\_\_\_

Date: \_\_\_\_\_



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**a. Requirements for Residential programme;**

- Daily buffet breakfast, Lunch, Dinner and two times tea/coffee and cookies.
- Free usage of conference hall with white & soft board, flipchart and multimedia screen.
- Free of cost pure drinking water in room and conference hall.
- Tea/Coffee Maker in the room or bed tea in the morning.
- 24 hours electricity facilities with backup system.
- Air condition in the conference hall and rooms.
- Free Wi-Fi in training hall and room
- Conference hall
- PA system: Free/ If chargeable mentioned below.  
If Chargeable: NPR/ day =  
Microphone type: Table/ Wireless=
- Cost for Projector: Free/ Chargeable  
If chargeable: NPR/day=

**b. Requirements for non-residential programme;**

- Free usage of conference hall with white & soft board, flip chart stands and multimedia screen.
- Free of cost pure drinking water and electricity facilities with backup support.
- AC in the conference hall
- Free Wi-Fi, in training hall
- PA system: Free/ If chargeable mentioned below;  
If Chargeable: NPR/ day =  
Microphone type: Table/ Wireless=
- Cost for Projector: Free/ Chargeable  
If chargeable: NPR/day=

**Preference Note:**

- Working experiences with Helvetas Nepal and SDC funded projects, development organization/ INGOs with good security and enough parking facility are encouraged to apply.



## Annex-B- Supplier Questionnaire (General Information):

### I. 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: Mobile: Email Address:	
6	Bidder's Telephone:  Mobile:	
7	Bidder's Email Address:	



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## II. PHYSICAL INFRASTRUCTURE PROPOSAL FORM

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

SN	Infrastructure	Specification (size, area etc)	Quantity	Remarks
1.	Standard Room			
	Deluxe Room			
	Non-AC Room			
	Total room capacity – Total no. rooms	N/A		
2	Meeting hall- I Capacity 20-40 (Vedetar only) Capacity 41-60 Nos Capacity above 60			
	Conference hall- I Capacity 100-150 Nos			
	Conference hall- II Capacity above 150 Nos			
3	Restaurant/ dinning hall (also mention total capacity to serve at one time)			
4	Kitchen			
5	Bathroom (common)			
6	Parking space (Mention parking capacity of vehicles)			
7	Mention other amenities			
8	Star rated by HAN (if any)			

Note: Physical verification will be done as per the detail mentioned above.

**Signature of Authorized Person:**

**Name of Authorized Person:** ..... **Cell #:** .....

**Name of Firm/Company:** .....

**Address:** ..... **Contact #:** .....

**E-mail ID:** .....

**Company Seal/ Stamp**



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## Annex C: Code of Conduct for Contracted Parties

Final version February 2020

### 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 values<sup>1</sup>:

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

The organizational values are the basis for the attitude, behavior and high standards that 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 behavior that HELVETAS expects from consultants, services providers of goods and services, implementation partners, system partners and assisted organizations – in the following called contracted parties – that are responsible for implementing projects, project components and/or recipients of contributions, etc. in Switzerland as well as abroad.

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.

### 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. <sup>2</sup>
Mobbing and sexual harassment	Contracted parties, their employees and subcontractors abstain from mobbing <sup>3</sup> , sexual or sexist harassment <sup>4</sup> 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.
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.

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

<sup>3</sup> **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

<sup>4</sup> **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.



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

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

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

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

## Consequences of a violation of this Code of Conduct

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

## Final Remarks

HELVETAS encourages its contracted parties to create their institutional codes of conducts and related policies and



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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:

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