

BIDDING DOCUMENT

**FOR PROCUREMENT OF
FABRICATED STEEL PARTS & STEEL WIRE ROPES
FOR THE JAM TRAIL BRIDGE PROJECT OF
UNESCO/AFGHANISTAN**

Contract Identification No: UNESCO/01/2025

Issued by:

TRAC4Change/Helvetas Nepal
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Date of issue: 8 April 2025

Table of Contents

	Page No.
1. INVITATION FOR BID (IFB)	1
2. INSTRUCTIONS TO BIDDERS (ITB)	2
3. BID DATA SHEET (BDS)	6
4. CODE OF CONDUCT FOR CONTRACTED PARTIES	8
5. EVALUATION AND QUALIFICATION CRITERIA (EQC)	12
6. BID FORM AND PRICE SCHEDULE	13
7. SCHEDULE OF REQUIREMENTS (SOR)	19
8. SPECIFICATIONS & QUALITY ASSURANCE	20
9. GENERAL CONDITIONS OF CONTRACT (GCC)	29
10. SPECIAL CONDITIONS OF CONTRACT (SCC)	35
11. SAMPLE FORMS AND FORMATS	38

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



1. INVITATION FOR BID (IFB)



INVITATION FOR BIDS

for Procurement of Fabricated Steel Parts & Steel Wire Ropes

(Date of first publication: 8 April 2025)

1. TRAC4Change / Helvetas Nepal, aims to provide technical assistance to UNESCO Afghanistan for the construction of Jam trail bridge over the Hari River in Afghanistan. For this, sealed bids are invited for the supply and delivery of bridge steel parts and steel wire ropes from the registered Fabricators fulfilling the eligibility requirements as stated in the bidding document.
2. Detailed Bidding document can be downloaded from <https://notice.helvetasnepal.org/>.
3. Bids must be valid for **45 days** from the date of submission and must be accompanied by bid security, amounting to **2.5 % of the quoted bid amount (inclusive of VAT)**, which shall be **valid for 90 days** from the date of submission deadline.
4. The bids in a sealed envelope should be submitted on or before **12:30hrs on 23 April 2025** to the following address. Any documents received concerning this bid after the deadline shall not be accepted.

Helvetas Nepal

Lalitpur-3, Bakhundole (in front of The Workshop Eatery)

G.P.O. Box - 688, Kathmandu, Nepal

Tel: 977-1-5424925/6; Email: procurement.np@helvetas.org

5. Bids will be opened in the presence or absence of Bidders' representatives who choose to attend at **14:00hrs on 23 April 2025** at the address of submission.
6. The Purchaser reserves the right to accept or reject, wholly or partly, any or all bids without assigning any reasons whatsoever.



2. INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Works	1.1 The Purchaser stated in the Bid Data Sheet (BDS) for the procurement of Goods as detailed in the attached specifications and the bill of quantities provided herein. The name of the Purchaser, name of the project, and contract identification number of Contracts are provided in the Bid Data Sheet (BDS).
2. Eligible bidder	2.1 This Invitation for Bid is open to all registered local manufacturers/suppliers. 2.2 An eligible and competent bidder must submit the following documents along with the bid. - documents as specified in EQC (5)
3. One bid per bidder	3.1 Each bidder shall submit only one bid. A bidder who submits more than one bid shall cause all the bids with the bidder's participation to be disqualified.
4. Site Visit	4.1 The bidder, at its own cost, responsibility, and risk, may visit the site of the supply, delivery, or installation of Goods and acquire all necessary information for preparing the bid and entering a contract for the procurement of Goods.
5. Content of Bid	5.1 The bid document comprises the documents listed below: Section 1: Invitation for Bids (IFB) Section 2: Instructions to Bidders (ITB) Section 3: Bid Data Sheet (BDS) Section 4: Helvetas Code of Conduct (CoC) Section 5: Evaluation and Qualification Criteria (EQC) Section 6: Bid Forms and Price Schedule Section 7: Schedule of Requirements (SOR) Section 8: Specification and quality assurance. Section 9: General Conditions of Contract (GCC) Section 10: Special Conditions of Contract (SCC) Section 11: Sample forms and formats Section 12: Annexes
6. Clarification	6.1 A Prospective bidder may request clarification on the bidding documents in writing through email at procurement.np@helvetas.org , and the purchaser shall respond to such a request. Clarification will be provided by the purchaser 3 days before the last date of bid submission. 6.2 The purchaser 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 bidders should obtain and read thoroughly the bid document before the pre-bid meeting.
7. Amendment of Bidding Document	7.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bid Document by issuing addenda. 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 Purchaser. Such Addendum notice shall also be published in the online/National newspaper.

8. Cost of bidding:	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
9. Language of Bids:	9.1 All correspondence and documents relating to the Bids shall be written in English language.
10. Alternative Bids	10.1 Alternative bids shall not be considered.
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 The 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 BDS. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p>
12. Unbalanced or Front/back-loaded bid	<p>12.1 If the purchaser found the item rates of the substantially lowest evaluated bid is seriously unbalanced or front-loaded or backloaded; 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, the purchaser may accept or reject the bid.</p>
13. Currencies of Bid	13.1 All prices shall be quoted in the currency specified in BDS.
14. Bid validity	14.1 1. The bid shall remain valid for the period specified in the BDS.
15. Bid Security	<p>15.1 The bidder shall furnish, as part of the bid, in its original form, a bid security as specified in BDS.</p> <p>15.2 Bid security should be in the form of a bank guarantee issued by "A" class commercial bank in favor of the purchaser, 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 a performance security, – sign the contract in accordance with the period stipulated in the letter of award notification, – accept the correction of arithmetical errors, – provide clarification of its bid by the date and time set in the purchaser's request for clarification.
16. Preparation of bid and submission	<p>16.1 The compiled and completed bid shall be signed, and the bidder's stamp should be put on the bid form and price schedule, SoR and specification sheet, Price schedule, GCC, and SCC and the documents mentioned in EQC.</p> <p>16.2 The sealed envelope as per ITB 16.1 must reach within the deadline to purchaser's address specified in the BDS complying method of submission in the BDS. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the sealed bid.</p>

	<p>16.3 The unit rate in figures and words, if not mentioned clearly in the Price Schedule, it may lead to rejection and disqualification of the bid.</p> <p>16.4 The bidder can bid on the items as outlined in the BDS.</p>
17. Deadline for Submission of Bids:	<p>17.1 Bidding documents shall be sent to the Purchaser at the address no later than the time and date specified in the BDS.</p> <p>17.2 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser 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 Purchaser shall open the bids in the presence of the bidders' representatives who choose to attend at the time and in the place as specified in the BDS.</p> <p>18.2 The Purchaser 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 Purchaser in the Bid evaluation, comparison, or contract award decisions may result in the rejection of the bidder's Bids.</p>
20. Evaluation criteria:	<p>20.1 The purchaser shall evaluate the bid following the set criteria as specified in the evaluation and qualification criteria (EQC).</p>
21. Evaluation and Comparison of bids:	<p>21.1 Evaluation of bids shall be conducted following the method specified in BDS.</p> <p>21.2 Comparison of price/bids shall be carried out following the procedures as specified in BDS.</p>
22. Notification of Award and contract signing	<p>22.1 The purchaser shall award the contract to the bid as per the bid data sheet.</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 the specified time, the purchaser holds the right to award the contract to the next lowest evaluated substantially responsive bid or decide at per purchaser's convenience.</p>
23. Performance Security	<p>23.1 Within the deadline of the receipt of a Letter of Acceptance from the purchaser, the successful bidder shall furnish the performance security in the form of a Bank Guarantee from "A" class commercial bank acceptable to the purchaser.</p> <p>23.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.</p> <p>23.3 The amount of performance security will be according to SCC.</p>

24. Goods Delivery:	<p>24.1 The bidders should make delivery of ordered quantities in place and time as per clause 7.1 of the bid document under the Schedule of Requirement (SoR).</p> <p>24.2 All the delivered goods must comply with the quality and specifications mentioned in the specification section of this bid document. The supplier must ensure the proper packaging and safeguarding from damage of goods during supply.</p>
25. Payment:	<p>25.1 Payment will be made upon receiving goods along with the valid tax invoice and successful delivery evidence.</p> <p>25.2 Payment can be made in full or partially as specified in BDS.</p>
26. Format and signing of bids:	<p>26.1 The Bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments, including alternations, additions, or corrections made, shall be initialed by the same authorized person.</p>
27. Joint Venture	<p>27.1 Joint venture (JV) bids shall not be considered.</p>
28. Purchaser's Right to Accept or Reject	<p>28.1 The Purchaser 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 they are equally qualified with the international product, if possible.</p>
31. Corruption of Fraudulent practices	<p>31.1 The purchaser shall reject the bid for an award if it determines that the Bidder recommended for the award of the contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p>
32. Carbon emission	<p>32.1 The supplier will be responsible for complying with the carbon emission standard of the existing policy of the Government of Nepal.</p>

3. BID DATA SHEET (BDS)

ITB-1	<p>The scope of a bid is to supply, transportation, and delivery of bridge parts at the designated destination/sites specified in the SoR.</p> <p>The Purchaser: TRAC4Change/Helvetas Nepal, Bakhundole, Lalitpur, Nepal</p>
ITB -6	<p>The pre-bid meeting shall be conducted in the following:</p> <p style="padding-left: 40px;">Date: 16 April 2025</p> <p style="padding-left: 40px;">Time: 11:00hrs</p> <p style="padding-left: 40px;">Place: Virtual (through Microsoft Teams)</p> <p>To participate in the meeting, the bidder can send an email to <u>procurement.np@helvetas.org</u> by 10 AM on 16 April 2025.</p>
ITB-13	The currency of the bid: US dollar.
ITB -14	<p>Bids and quoted rates shall be valid for at least 45 days from the date of bid submission.</p> <p><i>It can be extended for a further period if both parties agree.</i></p>
ITB -15	<p>Beneficiary name of bid security: The purchase as specified in the BDS-1.</p> <p>The bid must be accompanied by a bid security amounting to a minimum amount not less than 2.5% of the total quoted amount, including VAT.</p> <p>Validity of bid security: 90 days from the last date of bid submission.</p>
ITB 16.4	The bidder should bid for the complete package. Item-wise bid will not be considered for further evaluation.
ITB 16	<p>The bid document comprises the following:</p> <ul style="list-style-type: none"> - As mentioned in ITB 16.1 - Bid security, as mentioned in BDS (ITB) 15 - As mentioned in EQC (5) & experience certificates - Signed Code of Conduct for Contracted Parties
	<p>The place and deadline for sealed bid submission are:</p> <p style="padding-left: 40px;">Place: as specified in the bid notice</p> <p style="padding-left: 40px;">Date: as specified in the bid notice</p> <p style="padding-left: 40px;">Time: as specified in the bod notice</p>
	<p>Method/mode of bid submission: Hard copy submission in a sealed envelope, electronic bid submission is not available.</p>

ITB 18	<p>The bid opening schedule:</p> <ul style="list-style-type: none"> ▪ as specified in the bid notice. • The Purchaser shall open the bids at the scheduled date, time, and place. Bidders or their representatives are encouraged to participate in the bid opening event.
ITB 21	<p>Evaluation of bids:</p> <ol style="list-style-type: none"> 1. Evaluate the bids under the criteria mentioned in ITB (2.2). 2. Compare the financial bids of the bidders who successfully comply with the criteria specified in ITB (2.2). 3. While evaluating the bids, the Purchaser shall determine for each bid the evaluated bid price by adjusting any arithmetic corrections for errors. Bids shall be checked for any arithmetic errors. Prior to the comparison of bid prices, the errors shall be corrected as follows: <ol style="list-style-type: none"> i. 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. ii. 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. iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. iv. If the purchaser determines the quoted rates of Price Schedule items by the supplier are deviated unevenly, it leads to the rejection of such bids. v. While quoting rates, the bidder shall not be allowed to use correcting fluid or other erasing materials; neither the bidder shall the bidder 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 re-write the rates and bear the initials of authorized signatories and the company/firm's stamp.
ITB 22	<ol style="list-style-type: none"> a. The contract shall be awarded to the lowest evaluated substantially responsive bid. b. Award decisions will be made according to the principle of value for money to the purchaser.
ITB 23	The performance security: 10% of the total contract price with a minimum validity of 90 days from the award notice.
ITB 25	Payment shall be made as specified in SCC.




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

Page 10 of 10

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 The required form and documents shall be part of technical bids.

SN	Particulars	Check
1	Copy of firm/company registration certificate	Yes/No
2	Copy of VAT registration certificates	Yes/No
3	Copy of tax clearance certificate for the fiscal year 2080/81	Yes/No
4	Original copy of bid security	Yes/No
5	Has been properly signed by the authorized person as per ITB 16.1	Yes/No
6	Completed price schedule as per ITB 16.3	Yes/No
7	Use of correction fluid/overwrite. (if yes, an authorized signature and stamp is needed)	Yes/No

5.2 The Fabricator with experience of successful production of steel parts for a minimum ten (10) trail bridges within the last three years only is eligible for bidding. The Bidder also shall have the experience of exporting goods within the last five years.

Note: If a bidder fails to fulfill and submit the above-mentioned documents/requirements in the bid, it may lead to the rejection of the bid.

6. BID FORM AND PRICE SCHEDULE

6.1 LETTER OF BID

To: Purchaser

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 and in accordance with the delivery schedule specified in the Schedule of Requirements the following Goods and Related Services:
"Supply and Delivery of laptop, printer, and television.
- c) **The total price of our Bid, excluding any discounts offered in item (d) below is:**
- d) **The discounts offered in this bid are:..... (discount offer other than in this section will not be accepted. Such a discount offer should be mentioned either percentage or in figure clearly).**
- e) Our bid shall be valid for a period of **days specified in BDS** from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- f) If our bid is accepted, we commit to obtain performance security in accordance with the Bidding Document.
- g) 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.
- h) **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.**
- i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- j) If awarded the contract, the person named below shall act as the contractor's representative:
- k) If awarded the contract, the contractor respect and comply the purchaser's code of conduct unless violating the prevailing rules of the Government of Nepal.
- l) 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 the auditors appointed by the purchaser

Authorized signature: _____

Name _____

In the capacity of _____

Company Name _____

Company Seal/stamp: _____

Date: _____



A handwritten signature in black ink is written over the Helvetas Nepal logo. The signature appears to be 'MSR' or similar, written in a cursive style.

6.2 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: Designation/Job title: Telephone/Mobile: Email Address:	
6	Bidder's Telephone/Fax numbers:	
7	Bidder's Email Address:	


 **HELVETAS**
NEPAL

6.3 PRICE SCHEDULE:

BILL OF QUANTITIES(BOQ) & PRICE SCHEDULE FOR

PROCUREMENT AND SUPPLY OF FABRICATED STEEL PARTS AND STEEL WIRE ROPES FOR TRAIL BRIDGE

(Option I)

Price Schedule

The offered amount must include all cost for procurement of all raw materials, fabrication and supply and delivery of steel parts and Steel Cables including Carriage and Insurance Paid (CIP) up to Herat, Afghanistan, all complete. **Packing** should be suitable in weight and size appropriate for transport in a standard container and transportation up to designated point, i.e. Herat, Afghanistan. It also includes cost of equipment, tools, labor, travel, insurance, allocation for uncertainties, overhead and taxes liable within Nepal but excluding custom duties import taxes, and all other taxes liable within Afghanistan.

The total amount, derived from the attached Bill of Quantity (BOQ), shall be quoted according to the below given Summary Price Schedule for the whole job.

S. No	Country	Bridge			Total Amount in USD, (CIP, Herat, Afghanistan)
		Bridge Name	Type/Span	River	
1.	Afghanistan	Jam Trail Bridge	Suspended/96m	Hari River	
TOTAL					

(In words:)

Authorized Signature : _____
Name : _____
Designation : _____
Date : _____
Firm's Name : _____
Official Seal : _____

Bill of Quantities, List and Weight List of Steel Parts

- The Bill of Quantities (BoQ) shall be read in conjunction with the List and Weight List of Steel Parts, Instruction to Bidders, Condition of Contract, Terms of Reference, Technical Specification and Design Drawings, and Work Schedule.
- The method of measurement of work for payment shall be in accordance with the "**as per completed**" work which should be according to the drawings and BoQ. Unit of measurement shall be in metric system.

PRICE SCHEDULE (BILL OF QUANTITIES)

LIST AND WEIGHT LIST OF STEEL PARTS and Steel Wire Ropes (Option I)

Bridge Name: Jam Trail Bridge

STEEL PARTS & FIXTURES

Description		Unit	Quantity	Unit Rate USD	Amount, USD (CIP Herat, Afghanistan)
Supply & Fabrication	Galvanized Structural Steel	kg	5741		
	Non-galvanized Structural Steel	kg	444		
	Reinforcement Steel	kg	1024		
Supply of Thimbles	Ø 13 mm	pc	4.00		
	Ø 26 mm	pc	4.00		
Supply of Bulldog grips	Ø 13 mm	pc	12.00		
	Ø 26 mm	pc	24.00		
Bolts, Nut and Washers	Ordinary Bolts, Nut and Washers of 4.6 Grade	kg	139		
Wire mesh Net (width: 1.25 m, mesh size 60x60mm, chain link made of SWG 10 G.I. wire)	Wire mesh Netting	m ²	250		
12 SWG G.I. Wire	10 SWG G.I. Wire	kg	15		
Steel Wire Ropes	Ø 13 mm	m	206		
	Ø 26 mm	m	760		
Total on Steel Parts & Steel Wire Ropes					

LIST AND WEIGHT LIST OF STEEL PARTS

Bridge Name: Jam Trail Bridge
(Option I)

Steel Parts

DRAWINGS		Unit	Structural Steel (kg)	Reinforcement Steel (kg)	Nuts, Bolts, Washers (kg)	Galvanizing (kg)	Transport Weight (kg)
No	Name						
01	Walkway	85	1710	-	37	1710	1873
06	Steel Walkway Deck	84	3667	-	68	3667	3808
61	Main Cable Anchorage Right	1	257	462	11	88	710
61	Main Cable Anchorage Right	1	257	462	11	88	710
63(26)	Handrail & Fixation Cable Anchorage	2	255	100	12	188	375
Total			6146	1024	139	5741	7476

BILL OF QUANTITIES(BOQ) & PRICE SCHEDULE FOR

PROCUREMENT AND SUPPLY OF FABRICATED STEEL PARTS AND STEEL WIRE ROPES FOR TRAIL BRIDGE

(Option II)

Price Schedule

The offered amount must include all cost for procurement of all raw materials, fabrication and supply and delivery of steel parts and Steel Cables including Carriage and Insurance Paid (CIP) up to Herat, Afghanistan, all complete. **Packing** should be suitable in weight and size appropriate for transport in a standard container and transportation up to designated point, i.e. Herat, Afghanistan. It also includes cost of equipment, tools, labor, travel, insurance, allocation for uncertainties, overhead and taxes liable within Nepal but excluding custom duties import taxes, and all other taxes liable within Afghanistan.

The total amount, derived from the attached Bill of Quantity (BOQ), shall be quoted according to the below given Summary Price Schedule for the whole job.

S. No	Country	Bridge			Total Amount in USD, (CIP, Herat, Afghanistan)
		Bridge Name	Type/Span	River	
1.	Afghanistan	Jam Trail Bridge	Suspended/96m	Hari River	
TOTAL					

(In words:)

Authorized Signature : _____

Name : _____

Designation : _____

Date : _____

Firm's Name : _____

Official Seal : _____

Bill of Quantities, List and Weight List of Steel Parts

- a) The Bill of Quantities (BoQ) shall be read in conjunction with the List and Weight List of Steel Parts, Instruction to Bidders, Condition of Contract, Terms of Reference, Technical Specification and Design Drawings, and Work Schedule.
- b) The method of measurement of work for payment shall be in accordance with the "**as per completed**" work which should be according to the drawings and BoQ. Unit of measurement shall be in metric system.

PRICE SCHEDULE (BILL OF QUANTITIES)

LIST AND WEIGHT LIST OF STEEL PARTS and Steel Wire Ropes (Option II)

Bridge Name: Jam Trail Bridge

STEEL PARTS & FIXTURES

Description	Unit	Quantity	Unit Rate USD	Amount, USD (CIP Herat, Afghanistan)
Supply & Fabrication	Galvanized Structural Steel	kg	5741	
	Non-galvanized Structural Steel	kg	444	
Supply of Thimbles	Ø 13 mm	pc	4.00	
	Ø 26 mm	pc	4.00	
Supply of Bulldog grips	Ø 13 mm	pc	12.00	
	Ø 26 mm	pc	24.00	
Bolts, Nut and Washers	Ordinary Bolts, Nut and Washers of 4.6 Grade	kg	139	
Wire mesh Net (width: 1.25 m, mesh size 60x60mm, chain link made of SWG 10 G.I. wire)	Wire mesh Netting	m ²	250	
12 SWG G.I. Wire	10 SWG G.I. Wire	kg	15	
Steel Wire Ropes	Ø 13 mm	m	206	
	Ø 26 mm	m	760	
Total on Steel Parts & Steel Wire Ropes				

LIST AND WEIGHT LIST OF STEEL PARTS

Bridge Name: Jam Trail Bridge
(Option II)

Steel Parts

DRAWINGS		Unit	Structural Steel (kg)	Reinforcement Steel (kg)	Nuts, Bolts, Washers (kg)	Galvanizing (kg)	Transport Weight (kg)
No	Name						
01	Walkway	85	1710	-	37	1710	1873
06	Steel Walkway Deck	84	3667	-	68	3667	3808
61	Main Cable Anchorage Right	1	257		11	88	271
61	Main Cable Anchorage Right	1	257		11	88	271
63(26)	Handrail & Fixation Cable Anchorage	2	255		12	188	272
Total			6146		139	5741	6495

7. SCHEDULE OF REQUIREMENTS (SOR)

The purchaser will strictly monitor that the schedule of requirements is fully honored by the supplier and shall assess the performance of the supplier in view of adherence to it.

7.1 DELIVERY PLACE AND SCHEDULE

The goods shall be delivered in the following manner:

SN	Description	Delivery deadline	The exact delivery location with other details
1.	As specified in the price schedule	30 days from the contract date	Herat, Afghanistan

7.2 NOTICE OF DELAY

In the event that the Supplier encounters a delay in the supply of the goods, the Supplier shall promptly notify the Purchaser of such delay with proper evidence and may request for time extension before the expiry of the time given in the contract.

7.3 TIME EXTENSION

Time extension request shall be considered by the Purchaser only in exceptional cases if the reasons are acceptable to the Purchaser.

7.4 PENALTIES FOR DELAY

In case of delay in the delivery of the goods due to the Supplier's default, beyond the time specified in the contract, the penalty will be determined as per the conditions of the contract.

7.5 EMPLOYMENT

The Supplier shall employ exclusively local skilled/unskilled laborers. Helvetas Nepal requires that tender, contractors and suppliers ensure during the procurement and execution of such contracts that people in the supply-chain are treated with respect and have rights with regard to employment including the rights to freely choose employment, freedom of association, payment of a living wage, working hours that comply with national laws, equal opportunities, recognized employment relationship, freedom from intimidation and to a safe and healthy working environment. Equally, contractors must ensure that there shall be no exploitation of children and forced labour. This shall be ensured in terms of the ILO Convention No. 182 on the Worst Forms of Child Labour, 1999 and the ILO Convention No. 138 on the Minimum Age for Admission to Employment and Work, 1973.

7.6 GENDER

No discrimination for wage payment will be made on the basis of gender or caste or ethnicity.

7.7 EQUITY

The Supplier shall pay equal wages for equal work.

7.8 INSURANCE

The supplier shall procure an insurance policy for all the personnel working in the supply of goods.

8. SPECIFICATIONS & QUALITY ASSURANCE

8.1 TECHNICAL SPECIFICATIONS (TS)

1. Steel Work

Bid and actual fabrication of the bridge parts shall be based on the "Terms of Steel works" given below in addition to relevant ISI Codes. In case of discrepancies between the two, "Terms of Steel Works" shall prevail.

Safety and health provisions shall be made according to IS: 818-1968 and shall entirely be the Fabricator/ Fabricator's responsibility.

The following "Terms of Steel works" has to be strictly followed while performing the steel parts fabrication work.

a) Straightening

All materials shall be straight and if necessary, before being worked shall be straightened and/or flattened by pressure, unless required to be of curvilinear form and shall be free from twists.

b) Cutting

Cutting may be affected by shearing cropping or sawing. Gas cutting by mechanically controlled torch is permitted for mild steel only. Gas cutting of high tensile steel is also permitted provided special care is taken to leave sufficient metal to be removed by machining so that all metal that has been hardened by flame is removed. No loads shall be transmitted into metal (except welded joints) through a gas cut surface.

c) Holing and Punching

Holes for bolts or pins shall be drilled (not to be formed by gas cutting). Punching may be permitted for materials with thickness < 14mm, provided the holes are punched 3 mm less in diameter than the required size and reamed after punching to the full diameter. When holes are drilled or punched in one operation through two or more separable parts, these parts shall be separated after drilling or punching and the burrs removed. To obtain uniformity the use of templates and jigs is mandatory for holing. **All cut edges should be smoothed by grinding.**

d) Assembly

The component parts shall be assembled in such a manner that they are neither twisted nor otherwise damaged and shall be so prepared that the specified cambers, if any, are provided.

e) Bolting

Where necessary washers shall be tapered or otherwise suitably shaped to give the heads of nuts and bolts a satisfactory bearing. The threaded portion of each bolt shall project through the nut at least two threads. In all cases where the full bearing areas of the bolt is to be developed, the bolt shall be provided with a washer of sufficient thickness under the nut to avoid any threaded portion of the bolt being within the thickness of the parts bolted together. Threading of rods and holes shall be done by machines.

f) Welding

Welding shall be in accordance with any of the following standards as appropriate, and shall be conducted by appropriately qualified welders:

IS: 816-1989 : Code of practice for use of metal arc welding for general construction in mild steel.

IS: 823-1964 & : Code of practice for use of welding in bridges and structures

IS: 1024-1979 : subject to dynamic loading.

If there are any new editions of Indian Standard those should be used as references. The use of templates and jigs is mandatory for welding of assembly. Following special requirement in conjunction with galvanization has to be made. Sections should have corners cropped to allow free flow of zinc during galvanization.

Avoid narrow gaps between plates. Overlapping surfaces and back to back angles and channels should be avoided. Where small areas are unavoidable edges should be sealed by a continuous **pore free weld** to prevent penetration of pickle acids.

g) Finishing

Final products shall be well finished. All cut edges and all uneven welding surfaces shall be grinded to smooth. All the corners should be tri-square or in accurate angles.

h) Designs

The Designs and Drawings are integral parts of these technical specifications. Details for the steel works can be found in the set of Steel Drawings, which will be made available to the Fabricator after the contract is signed / awarded.

i) Quality Requirements, Quality Control and Quality Assurance (Guarantee)

The quality control of the raw materials acquired, fabrication process, and that of ready-made product is the responsibility of the prime Fabricator/fabricator, who should guarantee that all raw materials are of standard quality according to Indian Standards Institution and to the specifications given in the "Terms of Steel works" and fabrication of the bridge parts are correct according to Design and Drawings. The cost for all damages due to use of low-quality materials has to be borne by the Fabricator/fabricator. At the time of delivery, the parts and materials shall have to be free from any defects in material or workmanship in all respects and shall remain reasonably perfect till the end of maintenance period when a final check shall be carried out.

If any mistakes in the Standard Designs and Drawings are found by the workshop, the Purchaser has to be informed immediately in writing. The changes in steel profile have to be done only with written permission from the Purchaser in case of proven non-availability of certain profiles in the market.

The cost of other materials thus proposed and used will be fixed according to their respective weight and the lower among the bid price and official cost of the Purchaser.

j) Inspection, Tests and Final Check

The Fabricator/Fabricator shall coordinate to provide access and other facilities for the inspection and, if required, tests of the works at any/or all stages during fabrication of the steel parts. Unless otherwise agreed this inspection should be carried out at the place of fabrication. The inspection shall be facilitated by a properly accredited person (quality control manager) available at the fabricator's floor during all working hours together with a complete set of drawings and any further instructions which may have been issued.

Following steel parts have to be in assembled form during such inspection: The parts shall be assembled after completion of the galvanization, on a flat, level and hard top place. Once dismantled, any damage to the galvanization of the steel parts has to be rectified before delivery.

- All anchorage parts (100% assembly)
- Walkway deck with cross-beams (100% assembly)
- Both towers, complete (100% assembly)
- Wind guy stay strut (100% assembly)
- Complete truss (100% assembly)
- Clamps and turnbuckles (100% assembly)

Such inspection shall be made prior to delivery and shall be conducted so as not to interfere unnecessarily with the operation of other work. Such inspections are supplementary and intended to clear the delivery only and shall not be considered as a final acceptance.

The final check of all steel parts will be conducted along with the final check of the bridge and the discrepancies found during such final check have to be rectified by

the Fabricator at its own cost. On a default situation, such works shall be conducted by the Purchaser and the cost incurred for such works shall be made a liability in the Fabricator's account (either from its retention money or from other payments and/or their property according to the prevailing rules and regulations).

All gauges and templates, measuring instruments (minimum: veneer calliper, hydrometer, PH-meter, adhesion testing hammer, zinc coat measuring instrument etc.) necessary to satisfy the inspector shall be supplied by the Fabricator. The inspector may at his/her discretion check the test results obtained at the Fabricator's works by independent tests and should the material so tested be found to be unsatisfactory, the costs of such tests shall be borne by the Fabricator, and, if satisfactory, the costs shall be borne by the Purchaser. In any case the quality assurance by the Fabricator has to be made available, whenever required by the Purchaser.

k) Storing, handling and protection of steel parts (specially Threads)

All structural and reinforcement steel shall be stored and handled without subjecting them to excessive stresses and damage. The threaded parts including anchorage rods, clamps, suspenders etc. have to be protected with grease and jute immediately after completion.

l) Labelling, Packing and delivery

Each member (or set of members for each bridge wise) has to be labelled and numbering clearly indicating both the drawing number and the part number corresponding to the steel-part list and the drawing number provided by the Purchaser, **but only after galvanization**. Straight bars and plates shall be bundled. All bolts, nuts, washers and other small and loose parts shall be packed in cases or strong bags with handle and labelled in order to prevent damage or distortion during transportation. The costs of packing and labelling shall be included in the bids. The Wire mesh netting has to be delivered in bundles. Each transport unit shall not exceed 45 kg in weight. For each delivery the workshop has to prepare a detailed list of the bridge parts to be delivered, containing the drawing numbers, part numbers, and description of parts, quantities and weights.

2. Supply and Fabrication of Steel Parts

2.1 Structural Steel

Structural steel supplied by the workshop shall comply with the requirements of IS: 226-1975, specification for Structural Steel (Standard Quality). The dimensions for hot rolled materials are specified in IS: 800-1984 & 808-1989 (General construction in steel). Steel grade shall be standard quality FE 410, and should have following properties:

Yield stress $\geq 250 \text{ N/mm}^2$

Tensile strength $\geq 410 \text{ N/mm}^2$

Elongation $\geq 23\%$

Permissible tolerance of physical dimension $= \pm 2.5\%$

2.2 Reinforcement Steel

Reinforcement steel supplied by the workshop shall be *ribbed tor steel* with high yield strength deformed bar of grade FE 415 confirming to IS: 1786-1985. All reinforcement shall be clean and free from loose mill-scales, dust, loose rust and coats of paint, oil or other coatings, which may destroy or reduce bond. All reinforcement steel shall be cold bent. Points for anchor rods shall be formed by grinding. **Joining of reinforcement steel bars by welding is prohibited.**

2.3 Supply of Thimbles

Thimbles supplied by the workshop shall conform to the standard specifications of Thimbles (IS: 2315-1978). The workshop is responsible that all thimbles can be fitted to the provided pins, steel parts etc. Thimbles should be hot dip galvanized with minimum zinc coat of $40\mu\text{m}$.

2.4 Bolts, Nuts & Washers

Bolts, nuts, & washers shall confirm the standard specification of bolts, screws, nuts & washers (IS: 1363-1984 for hexagon head bolts) / (IS: 1367-1979/1980 conditions for threaded fasteners) / (IS: 6610-1972 for heavy washers) / (IS: 5369-1975 for plane & lock washers) / (IS: 5372-1975 for taper washers). Type and strength grade of the nuts / bolts shall be as specified in the respective drawings. Nuts/bolts for walkway deck shall be of ordinary type of 4.6 grade and for truss and towers shall be high strength friction nuts/bolts of 8.8 grade.

Bolts, nuts & washers shall be hot dip galvanized with minimum zinc coating of 40 μ m.

2.5 Miscellaneous Supply

2.5.1 G.I. Wire

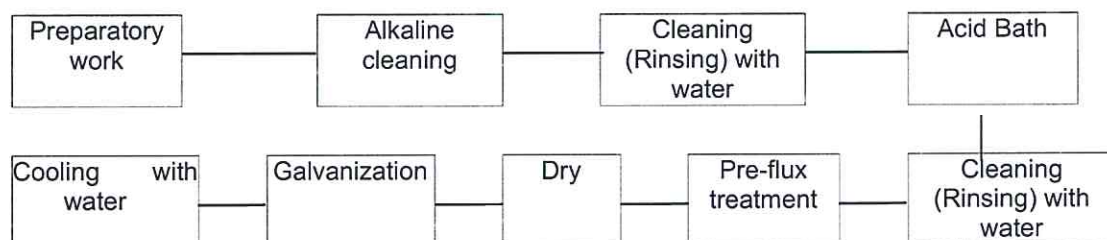
The wire used for weaving of wire mesh netting shall be of 10 SWG (3.25mm), conforming to IS: 280-1978, heavy coat galvanized according to IS: 4826-1979 (hot dip galvanized, minimum zinc coating of 270 gm/m² and should pass uniformity of zinc coat and adhesion test). In addition, G.I. wire should have tensile strength of 380-500N/mm². The wire mesh shall be chain linked with mesh size of 60x60mm and width of 1.25m.

3. Hot Dip Galvanization of Steel Parts

Galvanizing of steel parts shall be executed in accordance with IS: 2629-1966 (Recommended Practice for Hot-Dip Galvanizing of Iron & Steel) and IS 4759-1984 (specification for hot-dip zinc coating on structural steel).

3.1 Galvanization Process

Galvanizing should follow the process as below:



- Preparatory work**
 All welding slag should be removed from the steel parts to be galvanized. Acid traps should be avoided.
- Alkaline cleaning**
 Rust, oil and other contaminants should be removed from the steel by preliminary treatment with Alkaline cleaning in Sodium Hydroxide Solution of 10 ~ 15% concentration.
 The concentration of the solution should be monitored at regular intervals and adjusted accordingly to have good cleaning effect.
- Rinsing**
 After Alkaline cleaning, steel should be flushed with running water.
- Acid Bath**
 The preliminary treated steel is then cleaned by Acid Bath in Hydrochloric Acid Solution of 50% concentration.
 During the operation, close control of acid content in the solution is necessary. It is done by testing for acid (PH value = 1 to 3, measured by PH meter) and iron contents at regular intervals. The strength of the solution should be maintained by periodic addition of fresh concentrated acid. If the iron content in the solution is more than 100g/liter (density measured by hydrometer, maximum permissible value = 1.2), it should be changed by the new fresh solution.
- Rinsing**

After Acid Bath steel should be flushed with running water.

- **Pre-flux treatment**

Acid bathed steel is dipped in a solution of Zinc Ammonium Chloride ($\text{ZnCl}_2 \cdot 3\text{NH}_4\text{Cl}$) of 20 ~ 40% concentration. This solution is prepared by mixing 45% of Zinc Chloride (ZnCl_2) + 55% of Ammonium Chloride (NH_4Cl).

The concentration of solution should be controlled at regular intervals. For this specific gravity of the solution is maintained (Hydrometer reading in range of 1.1 to 1.15) by adding required quantities of pre-flux chemicals in proportions.

- **Dry**

After pre-flux treatment, steel is dried for galvanization.

- **Galvanization**

The treated steel is dipped into the molted Zinc (zinc bath). Temperature of the molted Zinc should be maintained within the range of 450°C to 470°C . Appropriate dipping time also should be maintained.

- **Cooling**

After the hot dip, steel is cooled with water.

3.2 Quality Checking of Galvanization

- **Galvanizing Process**

Check the galvanizing plant and its set up to be ensured that all the galvanizing process is available and maintained.

- **Quality of Zinc**

This can be checked by chemical testing of raw zinc used for the galvanization. Zinc content should not be less than 98.5%.

- **Quality of galvanization**

By visual check the following:

- Galvanized steel should be free from rust and black spots, acid traps, welding slags.
- Galvanized coating should be free from ash, pimple and bulky deposition.
- Galvanized coating should be continuous, smooth and evenly distributed as far as possible.
- Zinc coat should be adherent. This can be checked by hammering or scratching.
- No zinc paint or ammonium paint is applied to hide rust spots. This is very unhealthy practice, which frequently applied by the galvanisers.
- Zinc thickness can be measured by Delta scope (electromagnetic instrument for measuring coating thickness over ferrous material). In our case zinc coat should not be less than $80\ \mu\text{m}$ in any steel parts.
- **Treatment of Threads:** Extra zinc on threads should be removed with a rotating wire brush immediately after galvanizing or with gas blow and cleaning with rotating brush if galvanization is already hardened. Re-threading of the galvanized parts is not permitted
- **Sampling:** 100% of the steel parts shall be checked.

4. Assurance

The Fabricator / Fabricator shall have in built quality management system and ensure that the above technical specifications are met as per the requirement of the Purchaser through submission of quality assurance document.

5. REPORTS

Following reports for different phases have to be submitted to the Purchaser by the Fabricator, besides those already specified and provided with standard formats. They shall be concise and transparent.

a) Procurement and stock of raw materials for fabricating bridge parts;

- b) Test Certificates of raw materials (steel sections, zinc purity), fixtures (nuts/bolts etc)
 - b) Progress in fabrication of bridge parts (i.e. anchorage parts, tower parts, walkway and steel deck);
 - c) Progress in galvanisation of fabricated bridge parts;
 - d) Completion of fabrication and galvanisation work, inspection of the completed works by the Authorised Inspecting Engineer appointed by the Purchaser;
 - e) A final report detailing the experience of the Fabricator during this phase including problems encountered in liaison with the Purchaser (its critical review).
- All above-mentioned reports shall be submitted by the Fabricator to the Purchaser in due time.

6. COMMUNICATION

- a) The reports shall be sent to the Purchaser either by hand, registered mail or fax or e-mail.
 - b) Notice or report will be deemed to be effective as follows:
 - i) In case of personal delivery and registered mail, on their delivery
 - ii) In case of fax, 24 hours following confirmed transmission
 - c) The quality control is inherently associated with Purchaser's appointed authorized Inspecting Engineer. Communication plays a vital role in systematic execution and timely completion of work.
 - i) Copies of reports have to be provided to Purchaser's authorized Inspecting Engineer
 - ii) Purchaser's authorized Inspecting Engineer has to forward with timely comments any communications to the Purchaser's office.
 - iii) Key supervisions, timely checks and approvals shall be duly communicated.
- The whole communication framework shall be according to the Quality Control/Assurance Manual of the Purchaser. The Fabricator must be familiar with the Quality Control Assurance Manual of the Purchaser.

8.2 QUALITY ASSURANCE PROCEDURE

1. Quality Assurance by the Fabricator and Galvanizing Plant

Fabricators/Galvanizing Plant should provide the quality assurance on their part. For this, Fabricators/Galvanizing Plant should maintain the in-process inspection and make QC logging. In-process inspection and QC logging should include from raw material up to the final product including all production process. In-process inspection and QC logging should be at following stages:

- Raw material
- Material preparation
- Assembly
- Welding
- Galvanizing

The Fabricator and Galvanizing Plant have to assure the quality of their products. That shall be done as per below. **Failing to provide the quality assurance, the fabricated and galvanized steel parts shall be rejected, even if the final product looks to be acceptable.** It is near to impossible to check the quality of works only by inspecting the final product.

1.1 Fabrication

1.1.1 Raw Material

Test certificate should be provided by the manufacturer/Fabricator. All steel sections (steel grade Fe 410) should comply with the following requirement.

Yield stress $\geq 250 \text{ N/mm}^2$

Tensile strength $\geq 410 \text{ N/mm}^2$

Elongation $\geq 23\%$

In-process Inspection Form should include the information as in the table below:



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Handwritten signature

1.1.2 Material Preparation

S. no	Date	Time	Particular	Section Size		Uniformity of Shape	Signature of QC Manager
				Thickness	Width		

* Permissible tolerance = $\pm 2.5\%$

1.1.2 Assembly

S. N.	Date	Time	Drawing No	Particular	Conformity with Drawing	Finishing	Signature of QC Manager

1.1.4 Welding

S. N.	Date	Time	Drawing No	Particular	Welding quality	Distortion	Size	Post Welding preparation	Signature of QC Manager

1.1.5 Assembly Test

S. N.	Date	Time	Drawing No	Particular	Assembly test	Remarks	Signature of QC Manager

1.2 Galvanizing

1.2.1 Pickling (Acid Treatment)

S. N	Date	Time	Observed (Required: PH Value =1 to 3, Density = Max 1.2)						Remarks	Signature of QC Manager
			PH Value (PH Meter reading)			Density (Hydrometer reading)				
			Tank 1	Tank 2	Tank 3	Tank 1	Tank 2	Tank 3		

1.2.2 Pre-flux (Fluxing)

S. N	Date	Time	Observed (Required Density = 1.10 to 1.15)	Remarks	Signature of QC Manager
			Density (Hydrometer reading)		

1.2.3 Temperature of Zinc Bath

S. N	Date	Time	Observed (Required = 450 to 470°C)	Remarks	Signature of QC Manager

1.2.4 Zinc Coating

S. N	Date	Time	Observed (Required = 80 µm)	Remarks	Signature of QC Manager

1.2.5 Quality Assurance

The Fabricator shall ensure that the quality of work conforms to the Quality Assurance Document. The quality assurance of the fabricated steel parts including raw materials all complete is the sole responsibility of the respective Fabricator following the **"Quality Assurance Document"** and must meet the required standards and fulfil the technical specifications and design drawings and quality requirements.

However, from Purchaser's side supervision and quality control of fabrication of bridge steel parts may be **performed by the project personnel or consultants by the Purchaser following the standard and format as per the "Quality Control Manual for Trail Bridge Construction"**.

The respective Fabricator shall submit the 'Work Completion Report' (WCR) to the Purchaser after completion of fabrication and galvanization work. The Purchaser shall initiate final inspection of the fabricated and galvanized bridge steel parts.

The Purchaser's inspector may make suggestions/recommendations, if required, for improvement of work quality.



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Final acceptance of the fabrication and galvanization of the steel parts shall be issued by the Inspecting Engineer/ Sub-Engineer of the Purchaser.

1.2.6 Final Acceptance

Inspection certificate issued after inspection of steel parts at factory is only for payment purpose and not the final acceptance. Final acceptance will be issued only after successful completion of maintenance works at bridge sites.

9. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- a. "The Contract" means the agreement entered between the Purchaser and the Supplier and signed by both the parties and it includes all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Goods" means items as per SOR or/and related Accessories or/and spare parts or any other materials which the Supplier is required to supply to the Purchaser under the contract.
- c. "The Services" means the works described in the Terms of References to be performed by the supplier including modification, alteration, and additions of works and other obligations of the supplier covered under the Contract.
- d. "The Purchaser" means the procuring entity purchasing the goods.
- e. "The Supplier" means the organization supplying the goods and services under this contract.
- f. "Engineer" or "The purchaser's representative" means the engineer appointed by the purchaser from time to time for inspection/supervision of goods and services.
- g. "The Delivery Site" means the place or places where delivery of the goods is to be made. It is also to be referred as "destination point".
- h. "Terms of Reference" means the schedule of works and duties, defined by the bidding document and to be executed by the supplier under this contract.
- i. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- j. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- k. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- l. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- m. "obstructive practice" is - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or - acts intended to materially impede the exercise of the Purchaser inspection and audit rights.

2. Application

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



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3. **Standards**
- 3.1 The Goods supplied 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 Purchaser.
4. **Use of Contract Documents and Information**
- 4.1 The Supplier shall not, without the Purchaser'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 Purchaser to any person other than a person employed by the Supplier 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 Supplier shall not, without the Purchaser'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 Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so, required by the Purchaser.
5. **Patent Rights**
- The Supplier shall indemnify the Purchaser 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 Purchaser or its Representative shall have the right to inspect and/or to test the goods at its own costs. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and tests can be conducted on the premises of the Supplier or its sub-Supplier(s) and/or at the Goods' destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 6.3 Any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements, free of cost to the Purchaser.
- 6.4 Nothing in GCC shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 6.5 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods in case the goods conform to the specifications and drawings.
7. **Packing**
- 7.1 The Supplier 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.



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- 7.2 The packing, marking and documentation inside and outside the packages shall comply strictly with such special requirements as delineated and instructed by the Purchaser.
- 8. Insurance** The goods supplied under this Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. Such insurance shall be arranged and paid for by the supplier.
- 9. Transportation** 9.1 The Supplier shall be required to meet all transport and storage expenses until delivery.
- 9.2 Transportation of the goods after delivery at the destination point shall be the responsibility of the Purchaser
- 10. Incidental Services** The Supplier may be required to provide incidental services, including additional services, if any.
- 11. Warranty** 11.1 The supplier warrants that the Goods supplied under the Contract are new and unused. The Supplier 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 Supplier.
- 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 Purchaser.
- In case any defect is observed or found in the goods at the site, the supplier shall be liable to bring back the defective goods and shall replace them with proper ones at his/her own costs.
- 11.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 11.4 Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- 11.5 If the Supplier, having been notified, fails to take remedial action within fifteen (15) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12. Payment and Taxes** 12.1 After acceptance of the goods by the purchaser and their delivery at the destination point, payments shall be made by the Purchaser, within 15 days. The full and final payment shall be made only after completion of delivery. The purchaser may consider part payment based on delivery upon request of the supplier, and if deemed essential on mutual understanding.
- 12.2 All taxes applicable shall be for the Supplier's account.
- 12.3 VAT shall be explicitly mentioned on the invoice and shall be for the Purchaser's account.
- 13. Prices** 13.1 Prices charged by the Supplier for goods under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 14. Order Placement** 14.1 The Purchaser may place the order on lot basis in a written form to the suppliers.
- 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 purchaser 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 Supplier shall not assign to a third party, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 17. Subcontracts**
- The Goods/Services shall be fully supplied/performed by the Supplier and shall strictly abstain from sub-contracting in whole or any portion of the goods/services to any other supplier other than other than the partners mentioned in Bid Form.
- 18. Delays in the Supplier's Performance**
- 18.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the **Schedule of Requirement**.
- 18.2 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier 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 Supplier should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages.
- 19. Liquidated Damages**
- If the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser 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 goods for each day of delay until actual delivery, up to a maximum deduction of (10%) percent of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract.
- 20. Termination for Default**
- 20.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; or
 - b) if the Supplier fails to perform any other obligation(s) under the Contract; or
 - c) if the Purchaser is of opinion that the goods does not conform to the specification and/or drawings
- 20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered or unacceptable, However, the Supplier 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 materials from regular sources or disruption of power supply shall not be an excuse for the Supplier 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 Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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 Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier 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 Purchaser.
- 23. Termination for Convenience**
- 23.1 The Purchaser, by written notice sent to the Supplier, 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 Purchaser's convenience, the extent to which performance of the Supplier 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 Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser 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 Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers.



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- 24. Resolution of Disputes**
- 24.1 The Purchaser and the Supplier 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 Purchaser and the Supplier 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 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the destination point.
- 29. Corruption**
- The Suppliers 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 suppliers shall declare that they are not engaged in incorrupt 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 purchaser cannot continue the contract with the firm/company as and when blacklisted by the Government of Nepal to the limitation of blacklisting decision.
- 31. Performance security**
- The performance security will be as per SCC.
- 32. Other provision**
- The other case specific contractual conditions are as specified in the SCC.

10. SPECIAL CONDITIONS OF CONTRACT (SCC)

This SCC is an integral part of the Agreement

Clause	Item
GCC 1.1 (e)	The Purchaser is: <u>as specified in BDS.</u>
GCC 11	The warranty period shall be as per manufacturer's certificate The warranty card/documents should be handed over by the supplier to the user while handing over the items physically.
GCC 12	Tax invoices: (a) Tax invoices should be issued in the name of the Purchaser or instructed by the purchaser. (b) The HS code must be mentioned in the tax invoice in the case of international products. Payment: (a) 100% or partial in accordance with the prevailing rule applicable to international trade or as mentioned in SCC. (b) Any applicable taxes: as per the existing rule of international trade.
GCC 14.4	Additional order: the purchaser can place an order for an additional quantity within the price validity period under this agreement if required. The delivery date for the additional quantity will be fixed on mutual understanding between both parties for the additional order.
GCC 27	For notices, the Purchaser's address shall be: Helvetas Nepal Bakhundole, Lalitpur, Nepal Email: co.np@helvetas.org G.P.O. Box - 688, Kathmandu, Nepal, Tel: 977-01-5424925/26 For notices, the Supplier's address shall be: Name of the Supplier: Address: Telephone number: Mobile Number: E-mail Address:
GCC 31	The amount of performance security: 10% of the total contract price The Performance Security shall be forfeited if the suppliers fail to: <ul style="list-style-type: none"> perform supply, delivery, and installation in accordance with SoR comply with Helvetas Nepal Code of Conduct for Contracted Parties fulfil technical specifications as per the contract agreement address the warranty-related issues
GCC 32	1. The Fabricator shall be responsible for the production and supply of bridge steel parts and the supply of steel wire ropes. 2. The Fabricator shall be responsible for shipping and export of the finished materials on the basis of CIP (Carriage and Insurance paid to) to the project site i.e. Herat, Afghanistan. 3. The prices charged for the Goods delivered shall be fixed for the duration of the contract.



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Clause	Item
	<p>4. The Fabricator shall ensure that the Goods under this contract shall comply with the technical specifications and other quality provisions of the Contract</p> <p>5. The packing of the good shall confirm to the Technical Specification and shall be carried out in presence of the Purchaser's representative.</p> <p>6. Upon delivery of the Goods to the delivery point, the Fabricator shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> • Copies of the Fabricator's invoice showing the description of the Goods, quantity, unit price, and total amount; • Inspection / Acceptance certificate issued by purchaser representative • Quality assurance report • Copy of packing list identifying the contents of each package; <p>7. The Fabricator shall be responsible for arranging and acquiring all the necessary documents for exporting and shipping of the goods to the destination country Afghanistan.</p> <p>8. The payment shall be made through Letter of Credit (LC). Letter of Credit will be established in the name of exporter/fabricator for 100% of contract amount according to performa invoice (PI). The payment will be released as below.</p> <ul style="list-style-type: none"> - 90% of payment for the supply and delivery of the Steel Parts and Steel Wire Ropes will be released after submitting all necessary documents specified including Entry Certificate of Afghaniatn Customs Office to Supplier's bank. - 10% of payment will be released within 45 days after the submission of proof for full delivery at the Purchaser's store. <p>a. Retention money: Five percent (5%) of the amount shall deduct from the Fabricator's bill as retention money and paid in the Deposit Account of purchaser. Retention money is kept by purchaser during the maintenance period as a guarantee which can be used to repair or complete any item of work judged unsatisfactorily executed by the Fabricator.</p> <p>b. Retention money will be refunded on assurance of manufacturing defection by purchaser.</p> <p>c. All taxes, duties and levies applicable in the course of this contract shall be borne by the Fabricator as per prevalent rules and regulations of GoN.</p> <p>d. Bid security, performance bond, retention money and deposits shall be</p> <ul style="list-style-type: none"> • Bid security will be released after the formal signing of contract award. • Performance guarantee will be released only after successful completion of works as per the BoQ and Technical Specifications. • If the Fabricator does not make rectification as suggested during inspection/check then the rectification shall be made by the purchaser by a suitable means and the extra cost incurred for such work shall be deducted from the Fabricators' account, retention money and/or will be recovered from bank guarantee. <p>9. The Fabricator must be responsible for any kind of loss or damages of materials until delivery at the designated destination.</p> <p>10. Tests and Inspections of the goods shall confirm the technical specification:</p> <ul style="list-style-type: none"> • The time limit for inspection and tests and the issuance of Certificate of Acceptance and/or rejection in no later than seven (7) working days of the completion of inspection and tests. • The completed goods shall be inspected by the Purchaser within the time mentioned above and any rectification, whatsoever shall be communicated to the Fabricator within this time in writing. <p>11. The validity of Warranty shall be: twelve (12) months from the date of acceptance of the goods by purchaser. The Fabricator shall correct promptly</p>



[Handwritten signature]

Clause	Item
	<p>any defects under the liability of warranty as notified by the Purchaser of the occurrence of such defects.</p> <p>12. The Fabricator in addition shall comply with the performance and or consumption guarantee specified under the contract. If for reasons attributable to the Fabricator, these guarantees are not attained in whole or in part, the Fabricator shall at its discretion either, make such changes, modifications and /or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantee specified in the contract at its own cost and expense and to carry out further performance tests.</p> <p>13. If due to major changes in design and subsequently the change in quantity of the works should the Fabricator undertake additional or less work than provided for in the contract amount specified in the contract agreement, the variation may be made as per rules and within the limits described hereunder.</p> <ul style="list-style-type: none"> • On submission of variation order by the purchaser; the Fabricator shall verify and accept the variation order. • Subject to above mentioned clause for any additional work made according to a variation order, shall be paid according to rate of BoQ to the Fabricator. In case of cancellation of contract with mutual consent between the purchaser and Fabricator item rate as per BoQ shall be based to calculate the amount of total work done. • No variations whatsoever will be made for cost pertaining to personnel travel, overhead and fees. • No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. <p>14. Except in case of Force Majeure, if the Fabricator fails to deliver any or all of the Goods within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified below for each day or part thereof of delay until actual delivery of goods, up to a maximum deduction of the percentage specified below. Once the maximum is reached, the Purchaser may terminate the Contract.</p> <p>The liquidated damages shall be 1 percent of the contract price per day for the delayed number of days. Once the accumulated liquidated damages reach the ten (10) percent of the contract price; the contract shall be terminated automatically and forfeited the performance security.</p> <p>15. The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Fabricator, may terminate the Contract in whole or in part: if the Fabricator fails to deliver any or all of the Goods within the period specified in the Contract, and if the Fabricator fails to perform any other obligation under the Contract.</p> <p>16. If the Purchaser determines that the Fabricator has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Fabricator, terminate the Fabricator's employment under the Contract.</p>

11. SAMPLE FORMS AND FORMATS

11.1 CONTRACT AGREEMENT

THIS AGREEMENT made the ... day of ____ [mm] 2025 between Office (hereinafter called "the Purchaser") of the one-part and. [name of Fabricator] of [Address of Fabricator] (hereinafter called "the Fabricator") of the other part:

WHEREAS the Purchaser invited bids for the supply of Fabricated steel parts and Steel Wire Ropes for Trail Bridge/s and has accepted a Bid by the Fabricator for the supply of those goods in the sum of [contract price in words and figures in Nepalese Rupees] (hereinafter called "the Contract Price") within two months of signing this contract i.e. {insert date, dd/mm/yy}

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 Conditions of 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 Code of Conduct for Contracted Parties;
 - b. The BoQ/Price Schedule;
 - c. The Condition of Contract (GCC and SCC);
 - d. The Technical Specifications;
 - e. The Quality Assurance;
 - f. The Design and Drawings
 - g. The Purchaser's Notification of Award;
 - h. The Further correspondences and documents, and any other relevant documents.
3. In consideration of the payments to be made by the Purchaser to the Fabricator as hereinafter mentioned, the Fabricator hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Fabricator in consideration of the provision of the goods and 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Fabricator

Name : Signature: Designation: Seal:

Name : Signature; Designation: Seal:



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11.2 PERFORMANCE SECURITY

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

Date: [insert date]

Beneficiary: **Purchaser**

Date:

Performance Guarantee No.:

We have been informed that name of the supplier. (hereinafter called "the Supplier") 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 Supplier, 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 Supplier 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)



[Handwritten signature]

11.3 BID SECURITY

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

Date: [insert date]

Beneficiary Name: Purchaser

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, 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 _____

11.4 LETTER OF ACCEPTANCE

[on letterhead paper of the Purchaser]

Date.....

To: Name and address of the Supplier

Subject: Notification of Award

This is to notify that your sealed bid related to bid notice dated for supply and delivery of Package for the Contract price of Nepalese Rupees (in words: only) has been accepted by us in accordance with the Instruction to bidders.

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 **TRAC4Change/Helvetas Nepal, Lalitpur**. The validity of performance security must be **90 days**. As per the Conditions of Contract, you are also required to submit 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 specified period, the purchaser reserves the right to cancel this award notification.

Authorized Signature:

Name and Title of Signatory:

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