

HELVETAS Swiss Intercooperation Nepal

Safer Migration (SaMi) Programme
project implemented by Helvetas Nepal
and funded by **Swiss Agency for Development and Cooperation (SDC)**
Kathmandu, Nepal

BIDDING DOCUMENT PROCUREMENT OF CARS

Contract Identification No: SaMi-Goods-VC/02/2024-2025

Authorized signature:
Office Seal:



Date of issue: June 2025

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SECTION -I: INVITATION FOR SEALED BID

 HELVETAS NEPAL		 SaMi Safer Migration Programme		
INVITATION FOR BIDS				
Date of first publication: 13 June 2025				
The Safer Migration (SaMi) Programme is a bilateral initiative of the governments of Nepal and Switzerland. The programme is implemented in partnership between federal, provincial, and local governments. Helvetas Nepal provides technical assistance to the programme on behalf of the Swiss Agency for Development and Cooperation (SDC).				
1. SaMi/Helvetas Nepal invites sealed bids from the eligible vendors for the import, supply and delivery of vehicles on customs duty exemptions. The requirement is summarized below.				
S.N.	Description	Quantity	Delivery Timeline	Remarks
1	SUV car (Jeep type - suitable for off-road driving)	2 nos	60-90 days	Bids in local currency shall not be entertained
2. Bidding document can be downloaded from https://notice.helvetasnepal.org/ 3. All sealed bids/offers must be submitted by 13:00 hrs on 26 June 2025 to the address mentioned in the bidding document (Section-III: Bid Data Sheet). Documents received after this deadline shall not be accepted. 4. Bid will be opened in the presence of bidder/representatives who choose to attend at 14:00 hrs on 26 June 2025. 5. SaMi/Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.				

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SECTION -II: INSTRUCTIONS TO BIDDER (ITB)

1. Scope of supply	1.1 The Purchaser stated in the BDS for the procurement of goods as detailed in attached specifications and schedule of requirement provided herein. The name of Purchaser, and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered Suppliers/dealers/manufacturers with eligibility criteria specified below. a) Valid Firm/Company Registration Certificate b) VAT Registration Certificates c) Tax Clearance Certificate for the Fiscal Year -2080/81 d) Business registration certificate (if required) e) Power of Attorney to sign the Sealed bid 2.2 A bidder declared blacklisted and ineligible by the Government of Nepal, Public Procurement Monitoring Office (PPMO) shall be ineligible to bid for a contract during the period of time determined by the PPMO.
3. One Bid per Bidder	3.1 Each Bidder shall submit only one sealed bid, A Bidder who submits more than one bids shall cause all the bids with the Bidder's participation to be disqualified.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his bids and the Purchaser shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his 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 into a contract for the procurement of Goods.
6. Content of Bid Form	6.1 The Bid Form comprise the documents listed below: 1. Section -I: Invitation for Sealed bid 2. Section -II: Instructions to Bidders 3. Section -III: Bid Data Sheet 4. Section -IV: Helvetas Anti-corruption policy 5. Section -V: Bid Forms and Price Schedule 6. Section -VI: Schedule of Requirements & Technical Specification 7. Section -VII: General Conditions of Contract (GCC) 8. Section -VIII: Special Conditions of Contract 9. Section -IX: Contract Forms and templates
7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Bid Form from the Purchaser on or before 5 days prior to the deadline for submission of bid.
8. Language of Bid	8.1 All documents relating to the Bid shall be in English.
9. Documents Comprising Bids	9.1 The bid by the Bidder shall comprise the signed and stamped documents as stated in BDS.
10. Bid Prices	10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees for all items of the goods to be supplied under the contract. 10.2 All duties, taxes 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. 10.3 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.
11. Bid Validity	11.1 The Sealed bid shall remain valid for the period of 45 days after closing date of the bid submission.
12. Bid/Bid Security	as specified in the BDS.
13. Format and Signing of Bids	13.1 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.

14. Sealing, marking, submission of Bids	14.1 Bidders must submit their bids by manually in hard copy. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually only. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser address as specified in the BDS and shall bear the name and identification number of the Sealed bid.
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Purchaser at the address no later than the date and time specified in the BDS.
16. Late Bid	16.1 Any Bid received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification and Withdrawal	17.1 Sealed bids once submitted shall not be withdrawn or modified.
18. Bid Opening	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 18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, 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. Any efforts by the Bidder to influence the Purchaser in the Bid evaluation, comparison or contract award decisions may result in rejection of Bidder's bid.
20. Examination of Bids	20.1 Prior to the detailed evaluation of Bids, the Purchaser shall determine whether each Bid (a) meets the eligibility criteria defined in ITB-2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities (if applicable); (d) is substantially responsive to the requirements of the Bidding documents; (e) technical specification verification and assurance.
21. Evaluation and Comparison of Bids	21.1 In evaluating the Bids, the Purchaser shall determine for each Sealed bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: (a) 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) 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; and (c) if there is a discrepancy between the Bid price in the Summary of Price Schedule and the Bid amount in item (c) of the Letter of Bid, the price in the Summary of Price Schedule will prevail and the Bid amount in item (c) of the Letter of Bid will be corrected. (d) 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 subject to (a), (b) and (c) above. 21.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.
22. Award of Contract	22.1 The Purchaser shall decide the award of the contract to the Bidder whose Bid is within the approved estimate and who has offered the lowest evaluated Price within Bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of ITB (2).
23. Purchaser's Right to Accept or Reject	23.1 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.
24. Notification of Award and Signing of Agreement	24.1 The Bidder whose bid is accepted, and all other participating bidders shall be notified of the award by the Purchaser.

	24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security Pursuant ITB (25) and sign the Agreement. 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the disqualification of the bidder, upon which the Contract shall then be awarded to the next successive successful Bidder (2nd substantially lowest).
25. Performance Security	As per SCC
26. Corrupt or Fraudulent Practices	26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question or act against the Helvetas Anti-corruption policy (Section -IV).
27. Conduct of Bidders	27.1 The Bidder shall be responsible to fulfil its obligations as per the requirement of the Contract Agreement, Bidding documents, HELVETAS Procurement Regulations and Anti-corruption policy. 27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. 27.3 Contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

SECTION -III: BID DATA SHEET (BDS)

ITB ref#	Provisions
ITB 1	The scope of Supply is: import, supply and delivery of cars as per schedule of requirement The number of the Invitation for Sealed bid is: SaMi-Goods-VC/02/2024-2025 The Purchaser is: SaMi/Helvetas Nepal
ITB 9	The sealed bid must include the following documents: ✓ Section -IV: Helvetas anticorruption policy ✓ Section -V: Bid form and price schedule ✓ Section -VI: Schedule of requirements & technical specification ✓ Copy of the documents as mentioned in ITB 2.1 ✓ Any other essential documents mentioned in the bidding document.
ITB 12	Not applicable
ITB 14.1	Sealing of bid: The bidder must have sealed properly in the envelope prior to submission. Not sealed bids shall be rejected. Marking the sealed envelope: please clear mark on the envelope as Contract Identification No: SaMi-Goods-VC/02/2024-2025 Purchaser's address: Helvetas Nepal Country Office, Bakhundole, Lalitpur, Nepal Tel: 977-1-5424925/6; email: procurement.np@helvetas.org
ITB 15	The deadline for Sealed bid submission is: Date & Time As specified in the bid notice Address: Helvetas Nepal Country Office, Bakhundole, Lalitpur, Nepal Tel: 977-1-5424925/6; email: procurement.np@helvetas.org
ITB 18	The Sealed bid opening shall take place at: Address: Helvetas Nepal Country Office, Bakhundole, Lalitpur, Nepal Tel: 977-1-5424925/6; email: procurement.np@helvetas.org Date & Time As specified in the bid notice The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of bidder/representatives who choose to attend. The absent of bidder or representative shall not affect of opening of bids as per the predefined schedule.
ITB 25	Performance security is 5% of total contract price.

SECTION -IV: HELVETAS ANTICORRUPTION POLICY

CODE OF CONDUCT FOR CONTRACTED PARTIES

Final version February 2020

Scope of this Code of Conduct

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

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

The organisational values are the basis for the attitude, behaviour and high standards that 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.

The Components of the Code of Conduct

Loyalty and confidentiality and civic duty

The actions of contracted parties in the frame of the collaboration with HELVETAS must be consistent with the goals, the values and principles of HELVETAS as expressed in its mission statement and organisational strategy. Contracted parties are expected to regularly reflect upon own actions and behaviour and those of subcontractors. Contracted parties, their employees and subcontractors commit to abide by the national laws, as citizen or resident of a specific country or as a short-term visitor.

Use of competences, means and assets

Contracted parties, their employees and subcontractors contribute with their competences and capacities to the objectives of the collaboration. They commit to make use of available means and assets effectively and efficiently, according to legal stipulations, internal regulations, contractual agreements and in conformity with project goals.

Culturally sensitive behaviour

Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behaviour and statements.

¹ Organisational Strategy HELVETAS Swiss intercooperation

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 mobbing³, sexual or sexist harassment⁴ of colleagues, partners or any other person.

Conflict of Interest and duty of disclosure

Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organisational or personal interests. Therefore, they must make own interests transparent and avoid any behaviour which could be perceived as biased in favour own interests.

Fraud and corruption and accepting gifts or other benefits

Contracted parties, their employees and subcontractors are must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material and intellectual assets to which they have access in relation with the HELVETAS mandate for personal gains or for third parties. 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.

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.

Safety, Security & Health	Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation. Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.
Environmental and Social Safeguarding	Contracted parties, their employees and subcontractors are expected to wherever possible support a precautionary approach to environmental matters and undertake efforts to safeguard natural resources. Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability. Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.
Public appearances and use of non-public information	Contracted parties handle all information received in relation with the contract with the necessary discretion, never using it to the detriment of HELVETAS or beneficiaries including after termination of the contract. Persons working for contracted parties should not provide aforesaid information to the media, policy makers and donors or the public, without an explicit assignment to do so. In public communication they must provide explicit reference to the sources of the information/experiences. They must refrain from making accusations, provocative statements or spreading rumours. They give due consideration to their cooperation with HELVETAS and to its interests in their communications, particularly via the internet or social media

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

Any person working for a contracted party of HELVETAS who feels under pressure to act in a way that runs counter to this Code of Conduct, or who witnesses violations of the same, must inform either the management of the contracted party and/or HELVETAS. The contracted party is obliged to share the reported cases and action taken with HELVETAS. The whistleblowing policy (e.g. whistle-blower protection) of HELVETAS applies to all employees worldwide and to persons working for contracted parties. All concerns will be treated confidentially, and every effort will be made not to reveal the identity of the whistle-blower. The policy is publicly available on HELVETAS' website and the specified contacts are accessible for anyone.

Consequences of a violation of this Code of Conduct

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

Final Remarks

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

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

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

Read and agreed.

Name of the contracted party:

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

Place and date

Signature:



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SECTION -V: BID FORM AND PRICE SCHEDULE

1. BID FORM

Date:

To: *Helvetas Nepal, Bakhundol, Lalitpur*

Dear Sir/Madam,

Having examined the Sealed bid (SB) documents, we the undersigned, offer to supply and deliver **Supply and delivery cars** in conformity with the said SB documents for the sum of or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SB.

We undertake, if our SB is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our SB is accepted, we will obtain the guarantee of a bank in a sum equivalent to the amount as stated in the ITB Clause 25 for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SB for a Period of **45** days from the date fixed for SB opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that this SB, 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.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business-related offense.

We understand that you are not bound to accept the lowest evaluated SB or any other SB that you may receive.

I/we, undersigned declare that all information and documents provided in this bid are true and authentic.

[signature]

[in the capacity of]

Date:

Duly authorized to sign SB for and on behalf of _____



[Handwritten signature]
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2. BIDDER'S INFORMATION FORM

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4.	Bidder's Year of Registration:	
5.	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Mobile: Email Address:	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	Attached are copies of the following original documents. ☐ 1. Firm Registration Certificate ☐ 2. VAT/PAN registration certificate ☐ 3. Tax clearance certificate – 2080/81 ☐ 4. Authorization to represent the firm ☐ 5. CoP issued by DoTM/Government of Nepal	



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3. PRICE SCHEDULE FOR GOODS

A. SUV Car (Price Schedule)

SN	Description	Country of Origin	Unit of currency	Quantity	Unit Price CIF Kathmandu (in foreign currency)		Total CIF Price (cols. f*e)
					In Figure	In Words	
a	b	c	d	e	f		f
1	SUV Car			2 Nos			
1.1	Other cost (if any)			2 Nos			
Total							
VAT							
Grand Total CIF to Kathmandu							

Note: Unit price should exclude custom duties and taxes applicable for import according to the government of Nepal.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the sealed bid for and on behalf of _____

Date: _____



[Handwritten signature]

SECTION -VI: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION

1. Delivery and Completion Schedule

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery.

SN	Description	Quantity	Unit	Required Delivery Schedule (In Days from the date of signing the contract)	Bidder's preferred delivery period [to be provided by the bidder]
1	SUV Car	2 (two)	Nos	60-90 days	

2. Technical specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of cars required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The detail of technical specification is as follows:

Details of Technical Specification

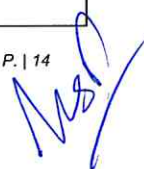
1. Technical Specification – SUV Car (Jeep type-off road compatible)

S.N.	Description	Specification
A.	Essential Specification	
1	Ground clearance	180 mm or above
2	Tyres	tubeless
3	Transmission	manual shift
4	Drive	4WD
5	Max. Gross Power	above 120 bhp at governed RPM or more
6	Max. Gross Torque	above 260 Nm at governed RPM or more
7	Engine Type	diesel engine, 4-cylinder or above
8	Vehicle gross weight	above 2500kg
9	Fuel tank capacity	above 50ltr
10	Displacement	above 1900cc
11	Turning radius	below 6m
12	Wheelbase	below 2800mm
13	Brakes	front ventilated disc , rear drum or disc
14	Seating capacity, seating option	above 5-seats with driver, all front facing seats.
15	Other Specification	✓ Seat belts for driver and passengers, ✓ Air bag safety system for front seater, ✓ AM/FM CD, USB, Bluetooth system, ✓ Air conditioner with heater ✓ Other standard features (manufacture'r factory standard)
16	Color	White
B	Emission standard	The emission standard of the vehicle should be compatible with latest Nepal Vehicle Mass Emission Standard which must be certified by Department of Nepal Transport Management (Confirmity of Production)

SECTION -VII: GENERAL CONDITIONS OF CONTRACT

1. Definitions	1.1 In this contract, the following terms shall be interpreted as indicated: a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract; d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment. e. "The Purchaser" means the procuring entity purchasing the goods; f. "The Supplier" means the organization supplying the goods and services under this contract.
2. Technical specification	2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3. Patent right	3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
4. Performance security	4.1 Within seven days (7) of receipt of award of contract from the purchaser, the successful bidder shall furnish the performance security in the performance security form provided in the bidding documents for the due performance of the contract in the amounts specified in the SCC. 4.2 Failure of the successful supplier to comply with the requirement of sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest supplier or call for new sealed bids. 4.3 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. 4.4 The validity of performance security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the supplier and additional one month. 4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the supplier.
5. Inspection and tests	5.1 The purchaser or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the technical specification and the quality of performance after the supply and delivery of good to the purchaser's pSaMises 5.2 The purchaser may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. the supplier shall either rectify or replace such rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the purchaser.
6. Packing	6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract. 6.2 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. 6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.
7. Delivery of goods	7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
8. Insurance	8.1 the goods supplied under the contract shall be fully insured in the currency of the sealed bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

9. Warranty	9.1	the supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
	9.2	unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract and accepted by the purchaser after installation and commissioning of equipment by the supplier.
	9.3	the purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	9.4	upon receipt of such notice, the supplier shall, with all reasonable speed, replace the defective goods without cost to the purchaser. the supplier will be entitled to remove, at its own risk and cost, the defective goods.
10. Payment	10.1	payment shall be made in the currency as specified in the SCC
	10.2	payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the purchaser.
11. Prices	11.1	prices charged by the supplier for goods delivered under the contract shall not vary from the prices quoted by the supplier in its sealed bid.
12. Changed order	12.1	Where the Purchaser desires to make changes in Schedule of Requirement , it shall not exceed more than 15 percent.
13. Liquidated damages	13.1	if the supplier fails to deliver any or all of the goods within the time period 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 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. once the maximum is reached, the purchaser may consider termination of the contract.
14. Resolution of disputes	14.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	14.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
	14.2.1	any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
	14.2.2	arbitration proceedings shall be conducted in accordance with the rules of Nepal council of arbitration (nepca).
	14.3	Notwithstanding any reference to arbitration herein,
		a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. the Purchaser shall pay the Supplier any monies due the Supplier.
15. Governing language	15.1	The Governing Language shall be: Nepali or English
16. Applicable law	16.1	The applicable law shall be Laws of Nepal.
17. Notices	17.1	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt
	17.2	A notice shall be effective when delivered or on the Notice's effective date, whichever is later.
18. Taxes and duties	18.1	the purchaser shall be responsible to obtain duty free exemption permit for applicable all taxes, duties, licence fees and other such levies imposed by the Government of Nepal or purchaser's liability.
19. Operation, maintenance and spare-parts manuals	19.1	The successful Supplier shall supply manufacturer's operation manual, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC.
20. Conduct of suppliers	20.1	The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bid documents, HELVETAS Regulations.
	20.2	The Supplier shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: a. give or propose improper inducement directly or indirectly,



	b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in participation of other prospective bidders. e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
21. Rights of purchaser	SaMi/Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.
22. Time extension	The time extension for the delivery and supply shall be as per the SCC.

SECTION -VIII: SPECIAL CONDITIONS OF CONTRACT (SCC)

This SCC forms part of the Agreement

[Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed bid.]

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: SaMi/ <u>Helvetas Nepal</u>
GCC 4.1	Performance security: Not applicable
GCC 9.1	The warranty period shall bemonths/year <u>[INSERT NUMBER OF MONTHS/YEAR BY BIDDER]</u>
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: - The payment term shall be made: - TT or L/C whichever application according to prevailing rule. - Payments shall be made in various currency in the following manner: Cost of goods in foreign currency: Transfer to account of Supplier's principal through TT/LC. On Delivery and acceptance: 100% payment of inland transportation or any other services payable as per contract in local currency within fifteen (15) days upon submission of valid Tax Invoice and claim supported by the relevant documents issued by the Purchaser or its authorized person/s. TDS on local payment shall be deducted as per the prevailing rules and regulations of Government of Nepal.
GCC 17.1	For notices, the Purchaser's address shall be: Name and Address of the Purchaser: SaMi/Helvetas Nepal Telephone number: 977-1-5424926 e-mail Address: procurement.np@helvetas.org
	For notices, the Suppliers's address shall be: <u>[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]</u> Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 19.1	The Supplier shall supply 1(one) each of the manufacturer's operation manual, maintenance and spare-part manuals of the cars in English or Nepali language.
GCC 22	Not allowed unless situation beyond control of the contracting parties.



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SECTION -IX: CONTRACT FORM & TEMPLATES

1. Letter of Acceptance *[on letterhead paper of the Purchaser]*

Date.....

To: *name and address of the Contractor*

Subject: *Notification of Award*

This is to notify that your Sealed bid dated for execution of the *name of the contract and identification number, as given in the Contract Data/SCC* for the Contract price *[insert amount in figures and words]*, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:



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2. CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of Purchaser] (hereinafter called "the Purchaser") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Sealed bid for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a sealed bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

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. Form of Agreement
 - b. The Purchaser's Notification of Award
 - c. The General Conditions of Contract;
 - d. Special Conditions of Contract
 - e. Bid Form and the Price Schedule submitted by the Supplier;
 - f. The Schedule of Requirements;
 - g. Any other relevant and significant correspondences
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier 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 Supplier 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

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:

