



# BIDDING DOCUMENT

FOR

THE PROCUREMENT

OF

# HOTEL SERVICES

FOR

LONG-TERM AGREEMENT (LTA)

Contract ID: HN-NPL/HS/01/2025-26

**Issued by:**  
**Helvetas Nepal**  
Bakhundole, Lalitpur



August 2025

## Abbreviations

BDS..... Bid Data Sheet  
BD ..... Bidding Document  
EEC ..... Eligibility and Evaluation 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  
LTA..... Long Term Agreement



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## 1. INVITATION FOR BID (IFB)



### INVITATION FOR SEALED BID

Date of first publication: 16 August 2025

Helvetas Nepal advances inclusive, pro-poor development by empowering marginalized communities, fostering local ownership, and delivering sustainable, partnership-driven solutions that have a lasting impact on development since 1988.

Helvetas Nepal invites sealed bids from interested and eligible Hotels to provide hospitality services for residential/non-residential events (training/workshops/accommodation) in the following locations:

Province	City	Bid submission address
<b>Koshi</b>	Biratnagar, Itahari, Birtamode, Bhedetar, Gaighat, Katari, Damak, Ilam, Phidim and Dhankuta	<b>TTDP/Helvetas Nepal</b> Godhuli Marga, F7GJ+P9G, Biratnagar 56613, Phone: +977 21 591016
<b>Madhesh</b>	Janakpur, Bardibas, Lalgadh, Birgunj and Lahan	<b>ENSSURE/Helvetas Nepal</b> Janakpurdham Ward No.-9, Pidari chowk, Contact No.: +977 41 524125
<b>Bagmati</b>	Dhulikhel, Nagarkot, Godawari, Sauraha, Kathmandu, Lalitpur, Bhaktapur, Hetauda and Chitawan Bharatpur	<b>SheLeads/Helvetas Nepal</b> Lalitpur Metropolitan -3, Lalitpur Oasis Building, Flat No.102 (1 <sup>st</sup> floor), Patan Dhoka.
<b>Gandaki</b>	Pokhara, Baglung	<b>SaMi/Helvetas Nepal</b> Pokhara Mahanagarपालिका, Ward No.-7, Simalchaur, Ananda Marg, Contact no.:+977 61 578687
<b>Lumbini</b>	Kapilvastu, Butwal, Dang (Ghorahi and Lamahi/Bhaluwang, Nepalgunj, Kohalpur, Gulariya/Bardiya and Bhirahawa HQ	<b>SaMi/Helvetas Nepal</b> Pakhapani, Deukhuri, Dang Contact No: +977 82 590998
<b>Karnali</b>	Surkhet, Dailekh, Jajarkot	<b>IWRM/Helvetas Nepal</b> Itaram, Birendranagar, Surkhet Phone: +977 83 521092
<b>Sudurpaschim</b>	Dhangadhi and Mahendranagar, Dadeldhura	<b>ENSSURE/Helvetas Nepal</b> Hasanpur Pipal Chautara Dhangadhi, Contact No.: +977 91 591000

1. The standard bidding document is available at: <https://notice.helvetasnepal.org>
2. The sealed bid must be submitted by **29 August 2025; 5PM to the addresses mentioned in the Bid Data Sheet (BDS) of the bidding document.**
3. Pre-bid meeting will be held as per the schedule mentioned in the **BDS of the bidding document.**
4. Acceptance or rejection of the bid, award of the contract, or cancellation of the whole process shall remain within the jurisdiction of Helvetas Nepal.

## 2. INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of procurement	The Purchaser stated in the Bid Data Sheet ( <b>BDS</b> ) for the procurement of non-consulting services (Goods/works/other services) as detailed in the attached specifications, drawings, and the bill of quantities/price schedule, schedule of requirements provided herein. The name of the Purchaser, the name of the procurement, and the contract identification number of contracts are provided in the Bid Data Sheet ( <b>BDS</b> ).
2. Eligible bidder	2.1 This Invitation for Bid is open to all eligible, competent, and interested bidders having the following supporting documents: <ul style="list-style-type: none"> <li>• Firm registration – renewal if applicable</li> <li>• VAT registration</li> <li>• Tax clearance Certificate - latest</li> </ul> 2.2 Bidder shall submit the documents as specified in EEC (Section-V) along with the bid.
3. One bid per bidder	Each bidder shall submit only one bid or as specified in the BDS.
4. Site Visit	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 non-consulting services of as per <b>BDS</b> .
5. Content of Bid	5.1 The bid document comprises the documents listed below: Section I: Invitation for Bids (IFB) Section II: Instructions to Bidders (ITB) Section III: Bid Data Sheet (BDS) Section IV: Helvetas Anti-corruption Policy Section V: Eligibility and Evaluation Criteria (EEC) Section VI: Bid Forms and Price Schedule Section VII: Schedule of Requirements (SOR) Section VIII: Specification and quality assurance Section IX: General Conditions of Contract (GCC) Section X: Special Conditions of Contract (SCC) Section XI: Contract Form and Formats
6. Clarification	6.1 A Prospective bidder may request clarification on the bidding documents in writing, and the purchaser shall respond to such request. Clarification will be provided by the Purchaser within the deadline mentioned in the BDS. 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 <b>BDS</b> to provide information relating to Bidding Documents and technical specifications.
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 same online/newspaper although it will be available on the website of Helvetas Nepal in the notice section.
8. Cost of bidding document	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	All correspondence and documents relating to the Bids shall be written in English.

10. Alternative places for bid submission	Alternative places for submission of bids shall not be considered. The bidder must submit their bid at the address mentioned in the BDS.
11. Bid price	<p>11.1 All duties, taxes/transportation/loading/offloading/insurance/service charges and other levies payable by the bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the bidder.</p> <p>11.2 Price quoted by the bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.</p> <p>11.3 If the purchaser determines the quoted rates of Bill of Quantity or price schedule items by bidders are deviated unevenly leads to rejection of such bids as non-responsive.</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 a detailed price analysis for all items listed in the 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 the price analysis presented by the bidder, the purchaser may accept or reject the bid.</p>
13. Currencies of Bid	All prices shall be quoted in Nepalese Rupees (NPR).
14. Period of validity Bids:	Bid shall remain valid for a period specified in the <b>BDS</b> after the bid submission deadline date prescribed by the purchaser.
15. Bid Security	<p>15.1 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 <b>BDS</b>.</p> <p>15.2 The bid security shall be returned upon request to the unsuccessful bidder as soon as possible after formal contract signing.</p>
16. Preparation of bid and submission	<p>16.1 The compiled and completed bid shall be signed and bidder's stamp shall be put on the attached documents and price schedule.</p> <p>16.2 The sealed envelope as per ITB 16.1 must reach the deadline to purchaser's address specified in the <b>BDS</b> complying method of submission in the <b>BDS</b>. The envelope shall be addressed to the Purchaser as specified in the <b>BDS</b> and shall bear the name and identification number of the Sealed bids.</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 Bid Data Sheet (<b>BDS</b>).</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	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 Bid Data Sheet ( <b>BDS</b> ). Absence of bidder shall not affect the opening of bids.

19. Process to be Confidential	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 with such process until the award to the successful bidder has been announced. 19.2 Any efforts by the bidder to influence the Purchaser in the Bid evaluation, comparison, contract award decisions may result in rejection of bidder's Bids.
20. Evaluation criteria	The purchaser shall evaluate the bid in accordance with the set criteria as specified in the eligibility and evaluation criteria (EEC).
21. Evaluation and Comparison of Bids	Evaluation of bids shall be conducted following the methodology specified in the BDS.
22. Notification of Award and Signing of Agreement	The purchaser shall award the contract to the bidder who is the lowest evaluated substantially responsive bid.
23. Goods/Service Delivery or completion	23.1 The bidders should make delivery of goods/services in place and time as per clause 6.1 of the bid document under Schedule of Requirement (SoR). 23.2 All the delivered goods/services must comply with the quality and specification mentioned in the specification section of this bid document. The supplier must ensure the proper packing and safeguarding from damage of goods during supply.
24. Payment	Payment will be made upon delivery of goods/services along with the valid tax invoice and successful completion.
25. Format and signing of bids	25.1 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.
26. Joint Venture	Joint venture (JV) bids may be considered as specified in the BDS.
27. Purchaser's Right to Accept or Reject	27.1 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.
28. National product	We encourage/promote national products if equally qualified to the international product.
29. Variation order	The contract in terms of quantity may be modified under the conditions of the agreed financial proposal, its order with prior notice as stated in <b>BDS</b> .
30. Venue	The proposed venue for the contract execution is as specified in <b>BDS</b>
31. Carbon emission	The vendor will be responsible for complying with the carbon emission standard of the existing policy of the Government of Nepal.
32. Subcontracting	Subcontracting arrangements for this Contract shall be in accordance with the requirements stated in the Bid Data Sheet (BDS).

### 3. BID DATA SHEET (BDS)

ITB -1	<p>The Purchaser : Helvetas Nepal</p> <p>Contract ID : HN-NPL/HS/01/2025-26</p> <p>Name of procurement : Procurement of Hotel Services on a Long Term Agreement (LTA) for various services outlined in the schedule of requirements required by Helvetas Nepal and projects.</p>																								
ITB 3	<p>The hotel service provider can submit their bids for multiple locations/cities as per their resources available, following the Schedule of Requirements and instructions to bidders (ITB).</p> <p>The packages as per the service location:</p> <table border="1" data-bbox="347 779 1417 1211"> <thead> <tr> <th>Package</th> <th>Province</th> <th>City</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Koshi</td> <td>Biratnagar, Itahari, Birtamode, Bhedetar, Gaighat, Katari, Damak, Ilam, Phidim and Dhankuta</td> </tr> <tr> <td>II</td> <td>Madhesh</td> <td>Janakpur, Bardibas, Lalgadh, Birgunj and Lahan</td> </tr> <tr> <td>III</td> <td>Bagmati</td> <td>Dhulikhel, Nagarkot, Godawari, Sauraha, Kathmandu, Lalitpur, Bhaktapur, Hetauda and Chitawan Bharatpur</td> </tr> <tr> <td>IV</td> <td>Gandaki</td> <td>Pokhara, Baglung</td> </tr> <tr> <td>V</td> <td>Lumbini</td> <td>Kapilvastu, Butwal, Dang (Ghorahi and Lamahi/Bhaluwang, Nepalgunj, Kohalpur, Gulariya/Bardiya and Bhirahawa HQ</td> </tr> <tr> <td>VI</td> <td>Karnali</td> <td>Surkhet, Dailekh, Jajarkot</td> </tr> <tr> <td>VII</td> <td>Sudurpaschim</td> <td>Dhangadhi and Mahendranagar, Dadeldhura</td> </tr> </tbody> </table>	Package	Province	City	I	Koshi	Biratnagar, Itahari, Birtamode, Bhedetar, Gaighat, Katari, Damak, Ilam, Phidim and Dhankuta	II	Madhesh	Janakpur, Bardibas, Lalgadh, Birgunj and Lahan	III	Bagmati	Dhulikhel, Nagarkot, Godawari, Sauraha, Kathmandu, Lalitpur, Bhaktapur, Hetauda and Chitawan Bharatpur	IV	Gandaki	Pokhara, Baglung	V	Lumbini	Kapilvastu, Butwal, Dang (Ghorahi and Lamahi/Bhaluwang, Nepalgunj, Kohalpur, Gulariya/Bardiya and Bhirahawa HQ	VI	Karnali	Surkhet, Dailekh, Jajarkot	VII	Sudurpaschim	Dhangadhi and Mahendranagar, Dadeldhura
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ITB 6	<p><b>A pre-bid meeting will take place on the following:</b></p> <p>Date : 21 August 2025  Time : 3 PM  Venue : Online (Virtually through Microsoft Teams)</p> <p>Note: Interested bidder should confirm their participation at <a href="mailto:sami.np@helvetas.org">sami.np@helvetas.org</a> to obtain the virtual meeting ID by 2 PM on 21 August 2025.</p> <p><b>Queries/questioning deadline:</b>  Date : till 2 PM on 22 August 2025  Media : through email: <a href="mailto:sami.np@helvetas.org">sami.np@helvetas.org</a></p> <p><b>Deadline for response to queries:</b>  Date : till 22 August 2025  Media : <a href="http://www.notice.helvetasnepal.org">www.notice.helvetasnepal.org</a> (just below the notice)</p>																								
ITB 14	The bid validity is at least <b>45 days</b>																								
ITB 15	Bid security: Not applicable																								
ITB 16	<b>Purchaser address for bid submission:</b>																								

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	<b>Koshi</b>	Biratnagar, Itahari, Birtamode, Bhedetar, Gaighat, Katari, Damak, Ilam, Phidim and Dhankuta	<b>TTDP/Helvetas Nepal</b> Godhuli Marga, F7GJ+P9G, Biratnagar 56613, Phone: +977 21 591016
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	<b>Method of bid submission:</b> The bidder must submit the sealed bid in a hard copy (only sealed hard copy envelope is accepted)		
ITB 16.1	<b>Authorized signature and stamp are compulsory on the following documents of the submitted bid by the bidder.</b>  1. Price schedule 2. Self-declaration letter 3. Use of correction fluid and overwritten figures/words/sentences		
ITB 17	<b>The deadline for bid submission is:</b> <b>Date: 29 August 2025; on/before 5PM.</b>		
ITB 18	<b>The bid opening shall take place at:</b> Respective project offices of the respective provinces, as mentioned in the above section ITB 16  <b>Date: 01 September 2025</b> <b>Time: 11 AM</b>  The Purchaser shall open the bids in the presence of the bidder/representatives who choose to attend at the time and in the place.		

ITB 21	Evaluation methodology: <ol style="list-style-type: none"> <li>1. Evaluation of supporting documents</li> <li>2. Evaluation of technical aspects as per predefined criteria</li> <li>3. Evaluation of scoring criteria as per predefined criteria</li> <li>4. Evaluation of financial proposal</li> </ol>
ITB 26	Joint Venture: Not applicable
ITB 29	Variation order: quantity of order can be modified (+/-) under the same agreed rate. If the items are beyond the scope of the bid, contracting parties can determine rates through mutual understanding within the frame of the prevailing market rate.
ITB 30	Venue for the event: according to the bid, following the schedule of requirements for the proposed service.
ITB 32	Subcontracting is not applicable to this contract. The Hotel Service provider shall perform the entire scope of services with its own personnel and resources. Any proposal containing subcontracting arrangements will be rejected as non-responsive.

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## 4. HELVETAS ANTICORRUPTION POLICY

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### Helvetas Code of Conduct for Contracted Parties

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

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

The 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.

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<sup>1</sup> Organisational Strategy HELVETAS Swiss intercooperation  
[P.11]

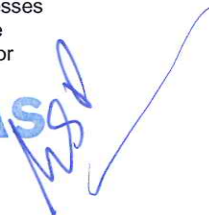
## 2. The Components of the Code of Conduct

<p><b>Loyalty and confidentiality and civic duty</b></p>	<p>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.</p>
<p><b>Use of competences, means and assets</b></p>	<p>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.</p>
<p><b>Culturally sensitive behaviour</b></p>	<p>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.</p>
<p><b>Inter-personal relations and professional conduct</b></p>	<p>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.</p>
<p><b>Protection of children and youth</b></p>	<p>Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child.<sup>2</sup></p>
<p><b>Mobbing and sexual harassment</b></p>	<p>Contracted parties, their employees and subcontractors abstain from mobbing<sup>3</sup>, sexual or sexist harassment<sup>4</sup> of colleagues, partners or any other person.</p>

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

<sup>3</sup> **Mobbing** means to pick on, pester or exclude a person or a group systematically at work in verbal or non-verbal attacks which affect the physical or mental health as well as the self-esteem of the person(s) concerned

<sup>4</sup> **Sexual or sexist harassment** is an action with sexual reference or undertones unwelcome to the person addressed. Sexual or sexist harassment can be expressed in the following ways: suggestive remarks; remarks about physical advantages or weaknesses or about sexual orientation; sexist talk and jokes in any form of verbal, written or non-verbal communication; sharing suggestive material over email or social media; ambiguous invitations; making bodily advances; making advances together with promises or threats of advantages or disadvantages at work.



<b>Conflict of Interest and duty of disclosure</b>	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.
<b>Fraud and corruption and accepting gifts or other benefits</b>	Contracted parties, their employees and subcontractors 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.
<b>Safety, Security &amp; Health</b>	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.
<b>Environmental and Social Safeguarding</b>	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.
<b>Public appearances and use of non-public information</b>	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. ELIGIBILITY AND EVALUATION CRITERIA (EEC)

### 5.1 Technical Criteria:

The following legal and supporting documents shall form part of the technical bid.

SN	Particulars	Requirements	Bidder's action	Remarks
<b>A</b>	<b>Legal documents</b>			
1	Copy of a valid firm/company registration certificate	Yes		<i>Bidders are required to confirm their document submission by placing a tick mark in the corresponding column 'Bidder's action'.</i>
2	Copy of VAT registration certificates	Yes		
3	Copy of tax clearance certificate for the fiscal year <b>2080/81</b>	Yes		
<b>B</b>	<b>Supporting documents</b>			
1	Self-declaration letter of not being blacklisted by the Government of Nepal.	Yes		
2	Bid form and price schedule	Yes		
3	Bidder's information form	Yes		
4	Specification	Yes		
5	Physical infrastructure verification as per the proposal of physical infrastructure	Yes		
6	Affiliation of the governing authority for the hotel service business	Yes		

### 5.2 Financial Criteria: The lowest evaluated financial figure proposed by bidder.

To ensure optimal value, quality, and flexibility, multiple hotels in each city will be shortlisted for the Long-Term Agreement (LTA), effectively catering to the diverse service requirements of Helvetas Nepal.

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## 6. BID FORM AND PRICE SCHEDULE

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### 6.1 QUOTATION AND PRICE SCHEDULES

Date:.....

To: Helvetas Nepal

Dear Sir/Madam,

Having examined the Sealed bid documents, we the undersigned, offer to provide **Hotel Service** in conformity with the said sealed bid documents as per price schedule proposed by bidder or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this sealed bid.

We undertake, if our sealed bid is accepted, We will provide the said hotel services as per the Schedule of Requirements.

We agree to abide by this sealed bid for a period of **as specified in BDS** for sealed bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that this sealed bid, together with your written acceptance thereof included in your notification of award, a formal Contract is prepared and executed.

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 sealed bid or any other sealed bid that you may receive.**

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

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

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

## 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 Current Address:	
3.	Bidder's Country of Registration:	Nepal
4.	Bidder's Year of Registration:	
5.	Bidder's Authorized Representative Information: Name: Designation: Mobile: Email Address:	
6.	Bidder's Telephone: Mobile:	
7.	Bidder's Email Address:	
8.	Star rated by concerned authority (if applicable)	
9.	<b>Proposal for (multiple packages and cities can be mentioned)</b>	<b>Packages</b>
		<b>Cities</b>

### 6.3 PHOTOGRAPHS OF PHYSICAL INFRASTRUCTURE

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

SN	Infrastructure	Specification	Quantity & Unit	Photo attached or not for sample
1.	Room	Single occupancy		
		Double occupancy		
2.	Dining Hall	Standard as per the Conference hall capacity		
3.	Kitchen	Standard as per the Conference hall capacity		
4.	Conference hall	Small: 30-50 pax capacity		
		Medium: 51 to 80 pax capacity		
		Big: Above 80 pax capacity		
5	Bathroom/Washroom	Gender friendly		

**NOTE:**

1. Unit must be described in number or square meters/feet, whichever is applicable, corresponding to the infrastructure name.
2. Venue verification will be done as per the details mentioned above, as it is an integral part of the bid evaluation process.

## 6.4 SCHEDULE OF REQUIREMENTS, SPECIFICATION, AND PRICE SCHEDULE

### 6.4.1 Schedule of Requirements:

- Residential packages as per specification and price-schedule to all Helvetas Projects (ENSSURE, InElam, IWRM, PSP, ReMi, SaMi, SheLeads, SRP, TTDP) throughout the year under Long-Term Agreement (LTA).
- Non-residential packages as per specification and price-schedule to all Helvetas Projects (ENSSURE, InElam, IWRM, PSP, ReMi, SaMi, SheLeads, SRP, TTDP) throughout the year under LTA.
- The LTA can be continued for further period according to the performance of service provider and required by Helvetas Nepal.

### 6.4.2 Specification and Price Schedule: The following price schedule must be completed by the bidder in full conformity with the stated specifications.

#### I. Workshop/Seminar/Training related services:

SN	Particular	Specification	Qty	Unit	Rate (NRs.)	
					with Mutton	with Chicken or Fish
A	Residential Packages					
1	Full board package (Single Occupancy) or AP (3meals and room)	Buffet Breakfast: (Set 1): Puri/paratha, jeri, seasonal mixed veg (with appropriate portion of veg.), fresh mixed fruits, fresh juice, sausage, egg (boiled/omelet), Muesli, dahi, Milk, bread, jam, sauteed vegetables (OR) (Set 2): Cornflakes, choccos, Muesli, milk, Sandwich/toast, egg(boiled/omelet), fresh mixed fruits, fresh juice, sauteed vegetables, sausage etc.	1	pax		
2	Full board package (Double Occupancy) or AP (3meals and room)	Buffet Lunch/dinner (NON VEG): plain rice, roti, dal, seasonal mixed veg, saag, pickle, fresh	1	pax		
3	Semi Package (Single Occupancy) or MAP (2 meals and room)		1	pax		

SN	Particular	Specification	Qty	Unit	Rate (NRs.)	
					with Mutton	with Chicken or Fish
4	Semi Package (Double Occupancy) or MAP (2 meals and room)	salad, papad, curd, with non-veg(chicken/mutton/fish), dessert item. Tea/Coffee: 2 times tea/coffee with cookies or pakoda.	1	pax		
5	Semi Package (Single Occupancy) or M-MAP (1 meal and room)	Buffet Dinner/Lunch (VEG): Plain rice, roti, dal, seasonal mixed veg (with appropriate portion of veg), saag, pickle, fresh salad, papad, curd, paneer/mushroom vegetable, dessert item.	1	pax		
6	Semi Package (Double Occupancy) or M-MAP (1 meal and room)	Bed: Clean, hygienic, comfortable sleeping mattress, pillow, and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free-flow water.	1	pax		

SN	Particular	Specification	Qty	Unit	Rate (NRs.)	
					with Mutton	with Chicken or Fish
7	Economic Room Package (single occupancy) or EP	Bed: Clean, hygienic, comfortable sleeping mattress, pillow, and blankets with necessary mosquito repellent and drinking water. Clean the attached bathroom with free-flow water.	1	pax		
8	Economic Room Package (double occupancy) or EP		1	pax		

SN	Particular	Specification	Qty	Unit	Rate (NRs.)
2	<b>Extra Meals/services:</b>				
2.1	Tea/coffee cookies or pakoda	<b>standard</b>	1	pax	
2.2	Tea/coffee	<b>standard</b>	1	pax	
2.3	Hi-Tea	3 vegs and 2 non-veg snacks	1	set	
2.4	Mineral water	branded sealed	1	bottle	
2.5	Meeting hall	(min 50pax capacity)	1	no	
2.6	PA system	as per the meeting hall size	1	no	
2.7	Projector	daylight compatible	1	no	
2.8	Other items as per the standard menu	standard	1	unit	

SN	Particular	Specification	Qty	Unit	Rate (NRs.)	
					with Mutton	with Chicken or Fish
<b>B</b>	<b>Non-residential</b>					
1	Buffet breakfast, lunch, 2-times tea/coffee	as per above breakfast set.	1	pax		
2	Buffet Breakfast	as per above breakfast set.	1	pax		
3	Buffet Lunch/Dinner (NON-VEG.)	as per above lunch/dinner set.	1	pax		
4	Buffet Lunch/Dinner (VEG)	as per above lunch/dinner set.	1	pax		

**Note:**

- (1) The quoted price must include the corresponding food as mentioned above.
- (2) Quoted rate should include VAT and other applicable taxes.

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

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



*[Handwritten Signature]*

## 7. GENERAL CONDITIONS OF CONTRACT (GCC)

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"><li>a) <b>“Contract”</b> means the written formal agreement between the Purchaser and the Supplier/Vendor/Service Provider. It includes all related documents, such as attachments, appendices, and all documents incorporated by reference therein.</li><li>b) <b>“Contract Documents”</b> are the documents listed in the Agreement that form part of the Contract. These also include any changes made later.</li><li>c) <b>“Contract Price”</b> means the price payable to the Supplier/vender/service provider as specified in the contract, subject to such additions, deductions, or any adjustments made in accordance with the provisions of the Contract.</li><li>d) <b>“Day”</b> means a calendar day unless otherwise specified.</li><li>e) <b>“Delivery”</b> means the physical transfer and handover of the Goods (such as vehicles, equipment, materials, or consumables, etc.), or the full provision of Services (such as hotel accommodations, meeting facilities, or related hospitality services), by the Supplier/vendor/service provider to the Purchaser, in line with the terms and conditions set in the Contract.</li><li>f) <b>“Completion”</b> refers to the full execution or successful performance and fulfillment of the related services by the supplier/vendor/service provider, in accordance with the requirements outlined in the contract.</li><li>g) <b>“GCC”</b> means the General Conditions of Contract, which remain unchanged and govern the general contractual obligations.</li><li>h) <b>“Goods”</b> means all items to be supplied under the Contract, which may include but are not limited to commodities, raw materials, machinery, equipment, vehicles, furniture, or any other tangible items specified in the scope of procurement.</li><li>i) <b>“Services”</b> means all services to be delivered under the Contract, which may include relevant services with tangible services specified in the scope of procurement.</li><li>j) <b>“Purchaser”</b> means the entity procuring the goods, works, other services and related services, as specified in the SCC, and authorized to enter into the Contract.</li><li>k) <b>“SCC”</b> means the Special Conditions of Contract.</li><li>l) <b>“Supplier/vendor/service provider”</b> means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.</li><li>m) <b>“The site,”</b> where applicable, means the place named in the SCC.</li></ul>
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<p><b>2. Contract Documents</b></p>	<p>1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.</p>
<p><b>3. Fraud and Corruption</b></p>	<p>1.1 If the Purchaser determines that the Supplier 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 Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause <b>34.1 shall apply.</b></p> <p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none"> <li>a) <b>“Corrupt practice”</b> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li> <li>b) <b>“Fraudulent practice”</b> means doing something wrong—or not doing something that should be done—such as giving false information, to cheat or trick someone on purpose or with careless disregard. This is done to get money, some other benefit, or to avoid a responsibility;</li> <li>c) <b>“Collusive practice”</b> means a secret agreement between two or more people or groups to do something dishonest, such as unfairly influencing someone’s decisions or actions for their own benefit;</li> <li>d) <b>“Coercive practice”</b> 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;</li> <li>e) <b>“Obstructive practice”</b> means doing things on purpose to block or interfere with an investigation. This includes: <ul style="list-style-type: none"> <li>– Destroying, changing, hiding, or faking important evidence</li> <li>– Lying to investigators</li> <li>– Threatening, pressuring, or scaring someone to stop them from sharing information or helping with the investigation.</li> </ul> </li> <li>f) In addition to other actions the Purchaser can take under this Contract, the Purchaser may discontinue a bidder or Supplier for 1 to 3 years based on the seriousness of their misconduct.</li> </ul>
<p><b>4. Interpretation</b></p>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <ul style="list-style-type: none"> <li>a) <b>Entire Agreement:</b> This Contract is the full and final agreement between the Purchaser and the Supplier. It replaces any previous talks, emails, or agreements (spoken or written) made before the Contract was signed.</li> <li>b) <b>Amendment:</b> Any changes to this Contract are only valid if they are written down, clearly refer to this Contract, include the date, and are signed by authorized persons from both sides.</li> <li>c) <b>Nonwaiver:</b> If either party delays or shows flexibility in enforcing the terms of the Contract, or gives the other party extra time, it does not mean they give up their rights under the Contract. Also, if a party excuses one mistake, it does not mean they will excuse future or repeated mistakes.</li> <li>d) <b>Waiver:</b> If a party agrees to give up any right under this Contract, it must be clearly written, dated, and signed by someone officially authorized. It should also state what right is being given up and how much.</li> </ul>

	e) <b>Severability:</b> If any part of this Contract is found to be illegal or cannot be enforced, the rest of the Contract will still remain valid and enforceable.
<b>5. Language</b>	<p>5.1 The Contract and all related letters and documents between the Supplier and the Purchaser must be written in the language mentioned in the Special Conditions of Contract (SCC).</p> <p>5.2 If any supporting documents or printed materials are in another language, they must come with an accurate translation into the SCC language. For understanding and interpreting the Contract, the translation will be considered correct.</p> <p>5.3 The Supplier is responsible for all costs related to translating documents into the Contract language. The Supplier also takes full responsibility if the translation is not accurate.</p>
<b>6. Joint Venture, or Association</b>	6.A joint venture, consortium, or association may be applicable as specified in the SCC.
<b>7. Notices</b>	<p>1.1 Any Notice required or permitted to be given by one Party to the other pursuant to the Contract shall be made in writing and delivered to the address specified in the Special Conditions of Contract (SCC). The term "in writing" shall mean communication through written means, accompanied by proof of receipt.</p> <p>1.2 A Notice shall become effective upon delivery to the designated address or on the effective date specified within the Notice, whichever is later.</p>
<b>8. Governing Law</b>	1.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
<b>9. Settlement of Disputes</b>	<p>9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of the amicable settlement period as specified in SCC.</p>
<b>10. Scope of Supply</b>	<p>10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in <b>Section ....., Schedule of Requirements.</b></p> <p>10.2 Unless otherwise stated in the Contract, the Scope of Supply shall include all items that, although not explicitly mentioned, can be reasonably inferred from the Contract as necessary to achieve the Delivery and Completion of the Goods and Related Services, as if such items were expressly listed in the Contract.</p>
<b>11. Delivery and completion</b>	Subject to GCC-7 ( <b>Force Majeure</b> ), the Delivery of the Goods and Completion of the Related Services shall conform to the Delivery and Completion Schedule set forth in <b>BDS-6.4, Schedule of Requirements.</b> The specific documents to be provided by the Supplier are detailed in the Special Conditions of Contract (SCC).
<b>12. Supplier's Responsibilities</b>	The Supplier shall supply all Goods and Related Services specified in the Scope of Supply in accordance with the provisions of GCC Clause 10 ( <b>scope of supply</b> ) and shall

	ensure their delivery and completion in line with the Delivery and Completion Schedule outlined in GCC Clause 11 (delivery and completion).
<b>13. Purchaser's Responsibilities</b>	<p>1.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.</p> <p>1.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.</p>
<b>14. Contract Price</b>	<p>1.1 The Contract Price shall be the amount stated in the Agreement, subject to any additions, adjustments, or deductions allowed under the Contract.</p> <p>1.2 The prices charged by the Supplier for the Goods and Related Services shall remain the same as those quoted in the Supplier's bid, except for any adjustments permitted in the Special Conditions of Contract (SCC).</p>
<b>15. Terms of Payment</b>	<p>1.1 The Contract Price shall be paid as per the terms specified in the Special Conditions of Contract (SCC).</p> <p>1.2 The Supplier shall submit invoices detailing the Goods/services delivered and related services provided, and all required supporting documents, after fulfilling all contractual obligations.</p> <p>1.3 Payments shall be made promptly by the Purchaser, no later than as specified in SCC.</p>
<b>16. Taxes and Duties</b>	<p>1.1 The Supplier shall bear full responsibility for all taxes, duties, license fees, and other charges applicable up to the delivery of the contracted Goods/services/works to the Purchaser.</p>
<b>17. Performance Security</b>	<p>16.1 The Supplier shall provide a Performance Security within the number of days specified in the SCC after receiving the Contract award notification, in the amount and currency stated in the SCC.</p> <p>16.2 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. The performance security should be convertible to the purchaser's account without conditions.</p> <p>16.3 The Performance Security shall be released to the supplier upon completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>
<b>18. Copyright</b>	<p>1.1 Unless otherwise stated in the Contract, all intellectual property rights, including but not limited to copyright, design rights, patents, and trade secrets, in any reports, drawings, specifications, data, software, models, photographs, or other deliverables produced or prepared by the Contractor in connection with this Contract shall be vested exclusively in the Helvetas Nepal.</p>
<b>19. Confidential Information</b>	<p>1.2 The Purchaser and the Supplier shall maintain confidentiality and shall not disclose any documents, data, or information received from the other party in connection with the Contract to any third party without prior written consent. This applies to information provided before, during, or after the Contract's completion or termination. However, the Supplier may share such information with its</p>

	<p>Subcontractors as needed for contract performance, provided the Subcontractors agree to confidentiality terms similar to those in this Contract.</p> <p>1.3 The Purchaser shall use the documents, data, and information received from the Supplier solely for purposes related to the Contract. Similarly, the Supplier shall use information from the Purchaser only for the design, procurement, or services required to perform the Contract.</p> <p>1.4 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:</p> <ol style="list-style-type: none"> <li>a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;</li> <li>b) now or hereafter enters the public domain through no fault of that party;</li> <li>c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> <li>e) The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</li> <li>f) The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</li> </ol>
<p><b>20. Subcontracting</b></p>	<p>1.1 Subcontracting shall not be permitted under this Contract unless expressly allowed in the Special Conditions of Contract (SCC). Where permitted, the Supplier shall obtain the Purchaser's prior written approval and shall notify the Purchaser of all subcontracts awarded that were not specified in the Bid. In all cases, subcontracting shall not relieve the Supplier of any of its obligations, responsibilities, or liabilities under the Contract.</p>
<p><b>21. Specifications and Standards</b></p>	<p>1.1 <b>Technical Specifications and Drawings</b></p> <ol style="list-style-type: none"> <li>a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.</li> <li>b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving notice of such disclaimer to the Purchaser.</li> <li>c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section ....., Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.</li> </ol> <p>-Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the BDS-6.4, Schedule of Requirements.</p>

	During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.
<b>22. Packing and Documents</b>	<p>1.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and rainfall, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.</p> <p>1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
<b>23. Insurance</b>	<p>1.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.</p>
<b>24. Transportation</b>	<p>1.1 Unless otherwise specified in the <b>SCC</b>, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in <b>BDS-6.4, Schedule of Requirements.</b></p>
<b>25. Inspections and Tests</b>	<p>1.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in BDS-6.4, Schedule of Requirements.</p> <p>1.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>1.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>1.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>1.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or</p>

	<p>inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>1.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>1.7 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, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.</p> <p>1.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<b>2 Liquidated Damages</b>	<p>2.1 Except as provided under GCC Clause 31 (Force Majeure), if the Supplier fails to deliver any or all of the Goods or perform the Related Services 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 in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34 (Termination).</p>
<b>3 Warranty</b>	<p>3.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>3.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.</p> <p>3.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.</p> <p>3.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>3.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>3.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice</p>

*[Handwritten signature]*

	to any other rights which the Purchaser may have against the Supplier under the Contract.
<b>4 Patent Indemnity</b>	<p>4.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>b) the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>4.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>4.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>4.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>4.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<b>5 Limitation of Liability</b>	<p>5.1 Except in cases of gross negligence or willful misconduct :</p> <p>a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p>

	<p>b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p>
<b>6 Change in Laws and Regulations</b>	<p>6.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14 (contract price).</p>
<b>7 Force Majeure</b>	<p>7.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>7.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>7.3 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.</p>
<b>8 Change Orders and Contract Amendments</b>	<p>8.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>b) the method of shipment or packing;</li> <li>c) the place of delivery; and</li> <li>d) the Related Services to be provided by the Supplier.</li> </ul> <p>8.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the</p>

	<p>Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>8.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
<p><b>9 Extensions of Time</b></p>	<p>9.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least fifteen (15) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>9.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
<p><b>10 Termination</b></p>	<p>10.1 Termination for Default</p> <p>a) The Purchaser may terminate the Contract, in whole or in part, by giving written notice to the Supplier if any of the following conditions occur:</p> <ul style="list-style-type: none"> <li>i. The Supplier fails to deliver the Goods within the time specified in the Contract or any approved extension;</li> <li>ii. The Supplier does not fulfill other obligations under the Contract;</li> <li>iii. The Supplier misuses the advance payment for purposes unrelated to the Contract;</li> <li>iv. The Supplier does not begin the work as scheduled;</li> <li>v. The Supplier abandons the work without completion;</li> <li>vi. The Supplier fails to make satisfactory progress as required by the Contract.</li> </ul> <p>If the Contract is terminated for default, the Supplier shall be liable to compensate the Purchaser for any unfinished work or undelivered goods. The Purchaser may obtain similar goods or services from other sources, and any additional costs incurred shall be borne by the Supplier. However, the Supplier must continue performing the remaining, unaffected part of the Contract.</p> <p>The Purchaser may also terminate the Contract if it determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices as defined in GCC Clause 3.</p> <p>10.2 Termination for Insolvency</p> <p>a) TerminationThe Purchaser may terminate the Contract at any time by providing written notice if the Supplier becomes bankrupt or insolvent. In such cases, no compensation shall be paid to the</p>

	<p>Supplier. This termination does not affect any rights or remedies the Purchaser may have under the law or the Contract.</p> <p>10.3 Termination for Convenience</p> <p>a) The Purchaser may, at its discretion, terminate the Contract, in whole or in part, at any time for its own convenience by providing written notice to the Supplier. The notice will specify the scope and effective date of the termination.</p> <p>b) Following such termination: Goods that are completed and ready for shipment within seven (7) days of receiving the notice shall be accepted by the Purchaser at the agreed Contract price;</p> <p>c) For the remaining goods or services, the Purchaser may:</p> <p>i. Instruct the Supplier to complete and deliver any portion at the Contract price; or cancel the remainder and pay an agreed amount for partially completed goods, related services, and materials already procured by the supplier.</p>
<p><b>11 Assignment</b></p>	<p>11.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>

## Section VII. Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1</b>	The Purchaser's country is: <u>Nepal</u>
<b>GCC 1.1</b>	The Purchaser is: <u>Helvetas Nepal</u>
<b>GCC 5.1</b>	The language shall be: <u>English</u>
<b>GCC 6</b>	Joint venture : <b>Not applicable</b>
<b>GCC 7.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be: <u>define later with contract finalization.</u></p> <p style="padding-left: 40px;">Name and Address of the Purchaser: Telephone number: Facsimile number: e-mail Address:</p> <p>For <b>notices</b>, the Suppliers's address shall be: <u>Bidders to fill</u></p> <p style="padding-left: 40px;">Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:</p>
<b>GCC 9.2</b>	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA).
<b>GCC 15.1</b>	<p>The terms of payment to be made to the Service Provider under the contract shall be as follows:</p> <p><b>The payment shall be made:</b></p> <ul style="list-style-type: none"> <li>- Payment will be made upon successful completion of service delivery along with the valid tax invoice and supporting documents. The tax invoice must be as per the latest template/instructions of the IRO.</li> <li>- All payments shall be made through the bank transfer or a/c payee cheque, whichever is applicable.</li> <li>- TDS shall be deducted on each payment as per the prevailing law of Government of Nepal.</li> </ul>
<b>GCC 17</b>	Performance Security: <b>Not Applicable</b>
<b>GCC 23.1</b>	The resources mobilized by the service provider to the purchaser under this contract must be covered by an appropriate insurance policy as per prevailing law. In case of absence of insurance coverage, the service provider shall be fully responsible for any kind of incidents/losses during the contract execution.

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## 8. SAMPLE FORMS AND FORMATS

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### 11.1 CONTRACT AGREEMENT

THIS AGREEMENT made on the ..... day of ..... 2025 between **M/s Project/Helvetas Nepal** (hereinafter "the Purchaser"), of the one part, and **M/s Bidder of .....**, Nepal (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz **Hotel services (accommodation, food, conference hall etc)** and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs. .... [in words .....] (hereinafter "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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of Acceptance;
  - (b) the Helvetas Anti-corruption policy: Code of Conduct for Contracted Parties
  - (c) the Bid form and the Price Schedule submitted by the service provider;
  - (d) the Special Conditions of Contract;
  - (e) the General Conditions of Contract;
  - (f) the Schedule of requirements, specifications, and price schedules
  - (g) any other documents shall be added here.

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The suppliers should be issue VAT invoice in the name of **Helvetas Nepal, Lalitpur** and overwritten invoices and without stamp will not be accepted.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month, and year indicated above.

***On behalf of purchaser***

Signature:

Name:

Designation:

Date:

Seal:

***On behalf of the Supplier***

Signature:

Name:

Designation:

Date:

Seal:

**11.2 LETTER OF ACCEPTANCE**

[on letterhead paper of the Purchaser]

S

Date.....

To: Name and address of the Supplier

Subject: Notification of Award

This is to notify that your sealed bid related to the bid notice dated ..... date/month/yeare..... for Hotel service ..... 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 ..... date..... before..... time....

In case you fail to contact this office by stipulated deadline above to sign the contract, the purchaser reserves the right to cancel this award notification.

Authorized Signature: .....

Name and Title of Signatory:



#### 11.4 Letter of self-declaration

I/we, [.....Hotel Name.....], located at [.....Hotel Address.....], hereby make the following self-declaration in connection with our bid submission for **Hotel Services for Long-Term Agreement (LTA); Contract ID: HN-NPL/HS/01/2025-26:**

We are not involved in any political party or activities that may influence or conflict with our professional and contractual obligations.

We have not been blacklisted by the Public Procurement Monitoring Office (PPMO) of Nepal or any other relevant authority.

We have not been punished by any court of law in Nepal or elsewhere in relation to business or professional conduct.

All the information, statements, and documents provided in our bid submission are true, correct, and authentic to the best of our knowledge and belief.

We understand that any false declaration may lead to the rejection of our bid or termination of the contract, and we shall bear all legal and contractual consequences arising therefrom.

Sincerely,

\_\_\_\_\_  
Signature

Name:

Designation:

Company's name:

Seal:

