



**REVISED**  
**BIDDING DOCUMENT**  
**FOR**  
**THE PROCUREMENT**  
**OF GOODS**

**(Supply and delivery of ICT equipment and furniture)**

**Contract ID No.: PSP/04/2025**

**Issued by**

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**Provincial Support Programme (PSP)**

**Koshi Province, Biratnagar**

**Date of issue: 15 October 2025 (Revision on 30 October 2025)**



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# STANDARED BID DOCUMENT

## Abbreviations

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



## 1. INVITATION FOR BID (IFB)



### Revised Notice: INVITATION FOR BIDS

Supply and delivery of ICT equipment and furniture

(Date of first publication: 15 October 2025)

The Provincial Support Programme (PSP) is a strategic initiative, supported by the Swiss Agency for Development and Cooperation (SDC) in collaboration with Koshi province government.

PSP/ Helvetas Nepal invites sealed bids from eligible bidders for the supply and delivery of ICT equipment and furniture for various local governments in Koshi province as per the following packages. Bidders may submit bids for one or more of the listed packages. Bids for each package should be submitted separately in a separate envelope.

Description of package	Required Bid Security Amount (NPR)
Package 1: Supply and delivery of Laptops	325,000
Package 2: Supply and delivery of Desktop sets (desktop with screen)	600,000
Package 3: Supply and delivery of UPS	30,000
Package 4: Supply and delivery of Multifunction Printers	230,000
Package 5: Supply and delivery of Furniture (Table and Chair)	200,000
Package 6: Supply and delivery of Cupboards (Steel Daraz)	85,000
Package 7: Supply and delivery of Plastic Chairs	18,000

1. A **revised standard bidding document** comprising a detailed solicitation document is made available at: <https://notice.helvetasnepal.org> for free of cost.
2. Interested bidders must fulfill the minimum requirements listed in the **bidding document**.
3. The pre-bid meeting (Virtual, through Microsoft Teams) will be held on 26 October 2025 at 11:00 AM. Interested potential bidders should confirm their participation at [psp.np@helvetas.org](mailto:psp.np@helvetas.org) to obtain the virtual meeting ID by 24 October 2025 before 04:00 PM.
4. The **sealed bids** must be submitted at the latest by **02:00 PM on 6<sup>th</sup> November 2025** to PSP/Helvetas, Biratnagar.
5. Acceptance and rejection of bids and award of job or cancelation of bid notice shall remain within the jurisdiction of PSP/ Helvetas Nepal.

#### PSP/Helvetas Nepal

Biratnagar- Koshi Province, Nepal

Telephone: +977-1-5431109, 5424926

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



## 2. INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Works	1.1 The Purchaser stated in the Bid Data Sheet (BDS) for the procurement of Goods as detailed in the attached specifications, and the bill of quantities provided herein. The name of the Purchaser, name of the project, and contract identification number of Contracts are provided in the Bid Data Sheet (BDS).
2. Eligible bidder	2.1 This Invitation for Bid is open to all registered local manufacturers/suppliers. 2.2 An eligible and competent bidder must submit the following documents along with the bid. - documents as specified in EQC (5)
3. One bid per bidder	3.1 Each bidder shall submit only one bid per package. A bidder who submits more than one bid for the same package shall cause all the bids with the bidder's participation to be disqualified.
4. Site Visit	4.1 The bidder at its own cost, responsibility, and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering a contract for the procurement of Goods.
5. Content of Bid	5.1 The bid document comprises the documents listed below: Section I: Invitation for Bids (IFB) Section II: Instructions to Bidders (ITB) Section III: Bid Data Sheet (BDS) Section IV: Evaluation and Qualification Criteria (EQC) Section V: Bid Forms and Price Schedule Section VI: Schedule of Requirements (SOR) Section VII: Specification and quality assurance. Section VIII: General Conditions of Contract (GCC) Section IX: Special Conditions of Contract (SCC) Section X: Contract Form and Formats Section XI: Annex
6. Clarification	6.1 A Prospective bidder may request clarification on the bidding documents in writing through email at <a href="mailto:psp.np@helvetas.org">psp.np@helvetas.org</a> and the purchaser shall respond to such request. Clarification will be provided by the purchaser 3 days before the last date of bid submission. 6.2 The purchaser may organize a pre-bid meeting of bidders before bid opening at the place, date, and time as specified in the BDS to provide information relating to Bidding Documents and technical specifications. Interested bidders should obtain the bid document before the pre-bid meeting.
7. Amendment of Bidding Document	7.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bid Document by issuing addenda. 7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. Such Addendum notice shall also be published in the online/National newspaper.
8. Cost of bidding:	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
9. Language of Bids:	9.1 All correspondence and documents relating to the Bids shall be written in English language.
10. Alternative Bids	10.1 Alternative bids shall not be considered.

<b>11. Bidding price:</b>	<p>11.1 All duties, taxes/transportation/loading/offloading/insurance, and other levies payable by the bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the bidder.</p> <p>11.2 Price quoted by the bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.</p> <p>11.3 Bids and quoted rates shall remain valid for the period specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p> <p>11.4 If the purchaser determines the quoted rates of Bill of Quantity items by supplier are deviated unevenly leads to the rejection of such bids as a nonresponsive.</p>
<b>12. Unbalanced or Front/back-loaded bid</b>	<p>12.1 If the purchaser found the item rates of the substantially lowest evaluated bid is seriously unbalanced or front-loaded or backloaded; may require the bidder to produce detailed price analysis for all items listed in price schedule of the bid document to demonstrate the price consistency of those rates with the authorized sources of the same.</p> <p>12.2 After the verification and assurance of the information and details of price analysis presented by the bidder, purchaser may accept or reject the bid.</p>
<b>13. Currencies of Bid</b>	13.1 All prices shall be quoted in Nepalese Rupees.
<b>14. Bid validity</b>	14.1 1. The bid shall remain valid for a period specified in the BDS.
<b>15. Bid Security</b>	<p>15.1 The bidder shall furnish as part of the bid, in its original form, a bid security as specified in BDS.</p> <p>15.2 Bid security should be in the form of a bank guarantee issued by "A" class commercial bank in favor of the purchaser, which is convertible into cash in Nepal without any condition (unconditional) as specified in BDS.</p> <p>15.3 The bid security shall be returned upon request to the unsuccessful bidder as soon as possible after formal contract signing.</p> <p>15.4 The Bid security shall be forfeited if the successful Bidder fails to:</p> <ul style="list-style-type: none"> <li>- furnish a performance security,</li> <li>- sign the contract in accordance with the period stipulated in the letter of award notification,</li> <li>- accept the correction of arithmetical errors,</li> <li>- provide the clarification of its bid by the date and time set in the purchaser's request for clarification.</li> </ul>
<b>16. Preparation of bid and submission</b>	<p>16.1 The compiled and completed bid shall be signed and put the bidder's stamp on the bid form, SoR and specification sheet, Price schedule, GCC, and SCC.</p> <p>16.2 The sealed envelope as per ITB 16.1 must reach within the deadline to purchaser's address specified in the BDS complying method of submission in the BDS. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the sealed bid.</p> <p>16.3 Unit rate in figures and words are not mentioned clearly in BOQ, it may lead to rejection and disqualification of the bid.</p>
<b>17. Deadline for Submission of Bids:</b>	<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 (BDS).</p> <p>17.2 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the bidder.</p> <p>17.3 Bidding documents once submitted, shall not be withdrawn or modified.</p>

	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.
<b>18. Bid Opening:</b>	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 Bid Data Sheet (BDS). 18.2 The Purchaser shall prepare minutes of the opening including the information disclosed to those present.
<b>19. Process to be Confidential:</b>	19.1 Information relating to the evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. 19.2 Any efforts by the bidder to influence the Purchaser in the Bid evaluation, comparison, or contract award decisions may result in the rejection of the bidder's Bids.
<b>20. Evaluation criteria:</b>	20.1 The purchaser shall evaluate the bid in accordance with set criteria as specified in the evaluation and qualification criteria (EQC).
<b>21. Evaluation and Comparison of bids:</b>	21.1 In evaluating the bids, the Purchaser shall determine for each 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. 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. c) 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. d) If the purchaser determines the quoted rates of BoQ items by the supplier are deviated unevenly leads to the rejection of such bids. e) While quoting rates, the bidder shall not be allowed to use correcting fluid or other erasing materials; neither the bidder shall be allowed to overwrite the quoted rates. It may result to rejection of the bid document. In case of mistakes in rates, the bidder is to simply cross the rates and shall re-write the rates and shall bear the initials of authorized signatories and the company/firm's stamp.
<b>22. Notification of Award and contract signing</b>	22.1 The purchaser shall award the contract to the bid as per the bid data sheet. 22.2 The successful bidder shall deliver the performance security as specified in SCC. 22.3 If the successful bidder fails to deliver the Performance Security and sign the contract within the specified time, the purchaser holds the right to award the contract to the next lowest evaluated substantially responsive bid or decide at per purchaser's convenience.
<b>23. Performance Security</b>	23.1 Within the deadline of the receipt of a Letter of Acceptance from the purchaser, the successful bidder shall furnish the performance security in the form of a Bank Guarantee from "A" class commercial bank acceptable to the purchaser. 23.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract. 23.3 The amount of performance security will be according to BDS.

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<p><b>24. Goods Delivery:</b></p>	<p>24.1 The bidders should make delivery of ordered quantities in place and time as per clause 6.1 of the bid document under the Schedule of Requirement (SoR). 24.2 All the delivered goods must comply with the quality and specifications mentioned in the specification section of this bid document. The supplier must ensure the proper packing and safeguarding from damage of goods during supply.</p>
<p><b>25. Payment:</b></p>	<p>25.1 Payment will be made upon receiving goods along with the valid tax invoice and successful delivery evidence and quality inspection by the purchaser. 25.2 Payment can be made in full or partial at per convenience of the purchaser.</p>
<p><b>26. Format and signing of bids:</b></p>	<p>26.1 The Bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.</p>
<p><b>27. Joint Venture</b></p>	<p>27.1 Joint venture (JV) bids shall not be considered.</p>
<p><b>28. Purchaser's Right to Accept or Reject</b></p>	<p>28.1 The Purchaser reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders.</p>
<p><b>29. Confusing Specification</b></p>	<p>29.1 If the parameters of the specification are confused, the manufacturer's certificate (origin of certificate) will be mandatory for ICT equipment's only.</p>
<p><b>30. National product</b></p>	<p>30.1 We encourage/promote national products if equally qualified with the international product.</p>
<p><b>31. Corrupt or Fraudulent practices</b></p>	<p>31.1 The purchaser shall reject the bid for award if it determines that the Bidder recommended for the award of the contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p>

**3. BID DATA SHEET (BDS)**

ITB 1	The scope of a bid is to <b>Supply and delivery of ICT equipment and furniture at the sites specified in SoR.</b> The Purchaser: <b>PSP/Helvetas Nepal, Biratnagar, Koshi Province</b>																
ITB 6	The pre-bid meeting shall be conducted in the following: Date : 26 October 2025 Time : 11:00 AM Place : Virtual (through Microsoft teams)																
ITB 14	Bids and quoted rates shall be valid for at least <b>45 days</b> from the date of bid submission. <i>It can be extended for further period if both parties agree.</i>																
ITB 15	Beneficiary name of bid security: <b>The purchase as specified in the BDS-1.</b> The bid must be accompanied by a bid security as mentioned below: <table border="1" data-bbox="491 741 1241 1021"> <thead> <tr> <th>Packages</th> <th>Bid Security Amount (NRs.)</th> </tr> </thead> <tbody> <tr> <td>Package – 1</td> <td>325,000</td> </tr> <tr> <td>Package – 2</td> <td>600,000</td> </tr> <tr> <td>Package – 3</td> <td>30,000</td> </tr> <tr> <td>Package – 4</td> <td>230,000</td> </tr> <tr> <td>Package – 5</td> <td>200,000</td> </tr> <tr> <td>Package – 6</td> <td>85,000</td> </tr> <tr> <td>Package – 7</td> <td>18,000</td> </tr> </tbody> </table> <p>Validity of bid security: 45 days from the last date of bid submission.</p>	Packages	Bid Security Amount (NRs.)	Package – 1	325,000	Package – 2	600,000	Package – 3	30,000	Package – 4	230,000	Package – 5	200,000	Package – 6	85,000	Package – 7	18,000
Packages	Bid Security Amount (NRs.)																
Package – 1	325,000																
Package – 2	600,000																
Package – 3	30,000																
Package – 4	230,000																
Package – 5	200,000																
Package – 6	85,000																
Package – 7	18,000																
ITB 17	<b>The place and deadline for sealed bid submission are:</b> Place: PSP/Helvetas Biratnagar-Morang, Koshi Province. Date: <b>6 November 2025</b> Time: On or <b>Before 02:00 PM</b>  <b>Method/mode of bid submission: Hard copy submission in a sealed envelope</b>																
ITB 18	The bid opening schedule: Address: PSP/Helvetas Biratnagar-Morang, Koshi Province Date: <b>6<sup>th</sup> November 2025</b> Time: <b>2:30 PM</b> The Purchaser shall open the bids at the scheduled date, time and place. Bidders or their representatives are encouraged to participate in the bid opening event.																
ITB 22.1	The contract shall be awarded to the lowest evaluated substantially responsive bid.																
ITB 23	<b>The performance security: 5%</b> of the total contract price with a minimum validity of <b>120 days</b> from the award notice.																

## 4. 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 sensitization, supervision and training of concerned persons.

<sup>1</sup> Organisational Strategy HELVETAS Swiss intercooperation

## 2. The Components of the Code of Conduct

<b>Loyalty and confidentiality and civic duty</b>	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.
<b>Use of competences, means and assets</b>	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.
<b>Culturally sensitive behaviour</b>	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.
<b>Inter-personal relations and professional conduct</b>	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.
<b>Protection of children and youth</b>	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>
<b>Mobbing and sexual harassment</b>	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.
<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.

<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.

<p><b>Fraud and corruption and accepting gifts or other benefits</b></p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p><b>Safety, Security &amp; Health</b></p>	<p>Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation.</p> <p>Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.</p>
<p><b>Environmental and Social Safeguarding</b></p>	<p>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.</p> <p>Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability.</p> <p>Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.</p>
<p><b>Public appearances and use of non-public information</b></p>	<p>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.</p> <p>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.</p> <p>In public communication they must provide explicit reference to the sources of the information/experiences.</p> <p>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</p>

**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



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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:



*Handwritten signature in blue ink.*

## 5. EVALUATION AND QUALIFICATION CRITERIA (EQC)

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

SN	Particulars	Requirements
1	Copy of firm/company registration certificate	Mandatory
2	Copy of VAT registration certificates	Mandatory
3	Copy of tax clearance certificate for the fiscal year <b>2081/82 or extension letter issued by IRO.</b>	Mandatory
4	Original copy of bid security	Mandatory
5	Has been properly signed by the authorized person as per ITB 16.1	Mandatory
6	Completed price schedule as per ITB 16.3	Mandatory
7	Use of correction fluid/overwrite. (if yes, an authorized signature and stamp is needed)	Yes/No
8	At least three years of experience in the supply and delivery of ICT equipment for package 1 to 4 At least three years of experience in the supply and delivery of furniture for package 5 to 7	Mandatory
9	<p>Experience of supplying ICT equipment (including laptops, desktops, servers, projectors, printers, UPS etc.) to clients</p> <p><b>For package 1:</b> with a total contract value exceeding NRs. TEN million in last two fiscal years (2080/81 to 2081/82) – please submit copies of relevant document</p> <p><b>For package 2:</b> with a total contract value exceeding NRs. TEN million in last two fiscal years (2080/81 to 2081/82) – please submit copies of relevant document</p> <p><b>For package 3:</b> with a total contract value exceeding NRs. ONE million in last two fiscal years (2080/81 to 2081/82) – please submit copies of relevant document</p> <p><b>For package 4:</b> with a total contract value exceeding NRs. SEVEN million in last two fiscal years (2080/81 to 2081/82) – please submit copies of relevant document</p> <p>Experience of supplying furniture (including table, chair, cupboard etc.) to clients</p> <p><b>For package 5:</b> with a total contract value exceeding NRs. TWO million in last two fiscal years (2080/81 to 2081/82) – please submit copies of relevant document</p> <p><b>For package 6:</b> with a total contract value exceeding NRs. ONE million in last two fiscal years (2080/81 to 2081/82) – please submit copies of relevant document</p>	Mandatory

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	<b>For package 7:</b> with a total contract value exceeding NRs. ONE million in last two fiscal years (2080/81 to 2081/82) – please submit copies of relevant document.	
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The evaluation of bids, including cost comparison, will be carried out separately for each package. Only bidders who meet all the mandatory requirements listed above will be considered for cost comparison. The contract will be awarded to the bidder offering the lowest evaluated cost while fully complying with all requirements.

Note:

- Validation of SN 8 will be based on confirmation of business registration for at least three years in the supply and delivery of ICT equipment.
- Validation of SN 9 will be based on verification of experience letters or work completion letters or contracts, or purchase orders submitted by the bidder.

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## 6. BID FORM AND PRICE SCHEDULE

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### 6.1 LETTER OF BID

To: **PSP/Helvetas Nepal**  
**Biratnagar- Mornag, Koshi Province**

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents.
- b) We offer to execute in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Schedule of Requirements the following Goods and Related Services: "Supply and Delivery of ICT equipment and furniture".
- c) The total price of our Bid, excluding any discounts offered in item (d) below is: .....
- d) The discounts offered in this bid are:..... (discount offer other than in this section will not be accepted. Such a discount offer should be mentioned either percentage or in figure clearly).
- e) Our bid shall be valid for a period of 45 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.
- g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- h) We declare that we have not been blacklisted and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- j) If awarded the contract, the person named below shall act as the contractor's representative:
- k) If awarded the contract, the contractor respect and comply the purchaser's code of conduct unless violating the prevailing rules of the Government of Nepal.
- l) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the purchaser.

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

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

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

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

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



# STANDARED BID DOCUMENT

## 6.2 BIDDER'S INFORMATION FORM

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

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

*MSB*

**6.3 PRICE SCHEDULE:**

**Package 1: Supply and delivery of Laptops**

SN	Particulars	Unit	Quantity	Rate in NRs. (Including transportation/ loading/ offloading/ insurance etc. cost)		Amount	Remark
				In Figure	In Words		
1	Laptop	Per Laptop	185*				
				<b>Total Amount</b>			
					VAT 13%		
				<b>Grand Total</b>			
<b>In words:</b> ..... ..... .....							

\*Note: The final quantity may vary by ±20% and will be determined at the time of contract signing.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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




**Package 2: Supply and delivery of Desktop sets (desktop with screen)**

SN	Particulars	Unit	Quantity	Rate in NRs. (Including transportation/ loading/ offloading/ insurance etc. cost)		Amount	Remark
				In Figure	In Words		
1	Desktop sets (desktop with screen)	Per Set	241*				
<b>Total Amount</b>							
					VAT 13%		
<b>Grand Total</b>							
<b>In words:</b>							
.....							
.....							
.....							

\*Note: The final quantity may vary by ±20% and will be determined at the time of contract signing.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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



*Handwritten signature*

Package 3: Supply and delivery of UPS

SN	Particulars	Unit	Quantity	Rate in NRs. (Including transportation/ loading/ offloading/ insurance etc. cost)		Amount	Remark
				In Figure	In Words		
1	UPS	Per Set	241*				
<b>Total Amount</b>							
					VAT 13%		
<b>Grand Total</b>							
<b>In words:</b> ..... ..... .....							

\*Note: The final quantity may vary by ±20% and will be determined at the time of contract signing.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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



*[Handwritten signature]*

Package 4: Supply and delivery of Multifunction Printers

SN	Particulars	Unit	Quantity	Rate in NRs. (Including transportation/ loading/ offloading/ insurance etc. cost)		Amount	Remark
				In Figure	In Words		
1	Multifunction Printers	Per Set	248*				
				<b>Total Amount</b>			
				VAT 13%			
				<b>Grand Total</b>			
<b>In words:</b> ..... ..... .....							

\*Note: The final quantity may vary by ±20% and will be determined at the time of contract signing.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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



*NSP*

Package 5: Supply and delivery of Furniture (Table and Chair)

SN	Particulars	Unit	Quantity	Rate in NRs. (Including transportation/ loading/ offloading/ insurance etc. cost)		Amount	Remark
				In Figure	In Words		
1	Furniture (Table and Chair)	Per Set	406*				
<b>Total Amount</b>							
					VAT 13%		
<b>Grand Total</b>							
<b>In words:</b> ..... ..... .....							

\*Note: The final quantity may vary by ±20% and will be determined at the time of contract signing. Photo of Furniture (Table and Chair) should be attached with bid submission.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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



*MSD*

Package 6: Supply and delivery of Cupboards (Steel Daraz)

SN	Particulars	Unit	Quantity	Rate in NRs. (Including transportation/ loading/ offloading/ insurance etc. cost)		Amount	Remark
				In Figure	In Words		
1	Cupboards (Steel Daraz)	Per Set	253*				
				<b>Total Amount</b>			
					VAT 13%		
				<b>Grand Total</b>			
<b>In words:</b> ..... ..... .....							

\*Note: The final quantity may vary by ±20% and will be determined at the time of contract signing. Photo of Cupboard/ Steel Daraz should be attached with bid submission.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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



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**Package 7: Supply and delivery of Plastic Chairs**

SN	Particulars	Unit	Quantity	Rate in NRs. (Including transportation/ loading/ offloading/ insurance etc. cost)		Amount	Remark
				In Figure	In Words		
1	Plastic Chairs	Per Set	920*				
				<b>Total Amount</b>			
					VAT 13%		
				<b>Grand Total</b>			
<b>In words:</b> ..... ..... .....							

\*Note: The final quantity may vary by ±20% and will be determined at the time of contract signing. Photo of plastic chair should be attached with bid submission.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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



*Handwritten signature in blue ink.*

## 7. SCHEDULE OF REQUIREMENTS (SOR)

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

### 7.1 DELIVERY PLACE AND SCHEDULE

The goods shall be delivered in the following manner:

SN	Description	Delivery Location	Delivery deadline
1.	As specified in the price schedules	Small Irrigation Project (SIP), VIP Road, Biratnagar, Morang	50% quantity to be delivered within 15 days and the remaining quantity within next 15 days of contract signing

### 7.2 NOTICE OF DELAY

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

### 7.3 TIME EXTENSION

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

### 7.4 PENALTIES FOR DELAY

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

### 7.5 EMPLOYMENT

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

### 7.6 GENDER

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

### 7.7 EQUITY

The Supplier shall pay equal wage for equal work.

### 7.8 INSURANCE

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



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## 8. SPECIFICATIONS & QUALITY ASSURANCE

### 8.1 QUALITY OF MATERIALS

The goods supplied and delivered shall comply with the requirements of these Specifications.

### TECHNICAL SPECIFICATIONS

#### 1. Technical Specification – Package 1: Laptop

Parameters	Specification	Remarks
Processor	14 <sup>th</sup> Generation Intel® i5 Processor or higher	
Memory	8GB or Above	
Storage	512 SSD or Above	
Operating System	Genuine Windows 11	
Display	14" or higher	
Network & Communication	Wireless and Bluetooth compatible	
Ports and Connectors	Factory standard	
Warranty	3 years parts and 1yrs in battery.	

#### 2. Technical Specification - Package 2: Desktop set (desktop with screen)

CPU Parameters	Specification	Remarks
Processor	Intel(R) Core (TM) i5-12th Generation or higher	
Memory	8 GB: 1 x 8GB, DDR5, up to 4800 MT/s or higher	
Storage	512GB SSD M.2 2280 SSD or higher	
Operating System	Genuine Win 11 Professional 64 bit (factory installed)	
Keyboard	Wired Keyboard (English)	same brand as desktop
Mouse	USB Optical Mouse	same brand as desktop
Power Supply	Regulatory label for 180W PSU	
ENERGY STAR	ENERGY STAR Qualified	
Warranty	3 years warranty or more	

Screen Parameters	Specification	Remarks
Size	23.8" Full HD or Higher	same brand as desktop
Resolution	1920x1080 (Full HD) or better	
Refresh Rate	75Hz or Better	
Tilt Angle	-5deg to 21deg	
Aspect Ratio	16:9 or more	
Connectivity	1 x HDMI (HDCP 1.4) (supports up to FHD 1920 x 1080 75Hz as per specified in HDMI 1.4) 1x VGA connector	
Energy Star	Yes	
Warranty	3 year or more	

**3. Technical Specification - Package 3: UPS**

Item	Specification	Remarks
UPS	Line Interactive Output Power capacity: 650VA or Higher, Waveform: Simulated Sinewave Auto Voltage Regulation (AVR) Nominal Input/Output Voltage: 230V Voltage Range: 140V-300V Input Frequency: 50/60Hz %1 Backup time 8 to 15 min depending on load Battery type: 12V/8.2AH or equivalent Recharge Time: 2 to 4 Hours less to 90% capacity Output connectors: 2 One Year Warranty	

**4. Technical Specification - Package 4: Multifunction Printers**

Parameters	Specification	Remarks
Engine Speed	30ppm or more	
Copy Resolution	600 x 600dpi or more	
Print Resolution	1200 x 1200dpi or more	
Scan Resolution	600x600dpi (Flatbed) or more	
Standard Duplex Unit	Flatbed scanning , Display - 2 line LCD or more	
Paper Capacity	250sheets from cassette (Main Tray) or more	
Automatic Document Feeder	In-built; 35sheets or more	
Connections	USB, Network (both Wireless and Ethernet)	
Operating System	Win/Mac/Linux	
Power Source	220-240V, 50/60 Hz	
Device Memory	256MB or more	
Warranty	1 year or more	

**5. Technical Specification - Package 5: Furniture (Table and Chair)**

A. Office Table Parameters	Specification	Remarks
Purpose	Official purpose	
<b>Essential Requirements</b>		
Frame	Steel	
Dimensions	"Length:4ft Width:2.5 ft Height: 3 ft	
Surface Type	Flat, polished stainless steel top for easy cleaning and hygiene	
Legs	Four tubular steel legs with horizontal support bar for added stability	
Cabinet	Single enclosed cabinet on one side with hinged door and handle	

Storage	Internal shelf or open space inside cabinet for tools, documents or supplies	
Finish	Brushed or polished stainless steel	
Weight Capacity	Typically supports 100-150kg depending on build quality	
Warranty	At least 12 months warranty after delivery and acceptance	
Estimated Life Span	Min 10 years, please specify if other as per manufacturer	

B. Revolving Chair Parameters	Specification	Remarks
Purpose	Official purpose	
<b>Essential Requirements</b>		
Chair Type	Revolving office chair	
Backrest	Mid-back with breathable mesh	
Seat Material	High quality padded mesh fabric	
Armrest	Fixed plastic armrests	
Base	5-star nylon base with castor wheels	
Height Adjustment	Hydraulic adjustable seat height (lever visible under the seat)	
Swivel	360-degree swivel function	
Color	Black	
Warranty	At least 12 months warranty after delivery and acceptance	
Estimated Life Span	Min 10 years, please specify if other as per manufacturer	

#### 6. Technical Specification - Package 6: Cupboards (Steel Daraz)

Cupboard (Steel Almirah) Parameters	Specification	Remarks
Purpose	Official purpose	
<b>Essential Requirements</b>		
Primary Material	CRCA or galvanized steel sheet with thickness not less than 0.7 mm	
Paint Job	100% Electrostatic Powder Coated	
With mirror	No	
Dimension (W*H*D) in inches	36"x72"x17.5"	
Door type	Hinge double door outside open	
Keys	Minimum of 2 keys per lock	
Locker	Yes (full shelf size locker preferable)	
Load Capacity (UDL)	at least 80 kg	
Warranty	At least 12 months warranty after delivery and acceptance	

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Estimated Life Span	Min 10 years, please specify if other as per manufacturer	
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## 7. Technical Specification - Package 7: Plastic Chairs

Plastic Chair Parameters	Specification	Remarks
Purpose	Official purpose	
<b>Essential Requirements</b>		
Material	High-quality polypropylene (PP) or HDPE plastic	
Design	Molded seat with backrest; ergonomic curve for comfort	
Dimensions	Approx. 610 mm (L) × 570 mm (W) × 810 mm (H)	
Weight Capacity	Typically supports up to 100–120 kg	
Finish	Matte or glossy surface; UV-resistant coating for outdoor durability	
Armrest	Fixed armrests	
Weather Resistance	Water-resistant and suitable for indoor/outdoor use	
Stack ability	Yes	
Warranty	At least 12 months warranty after delivery and acceptance	

Note: Photos of all kind of furniture items (table, chair, cupboard/steel Daraz, plastic chair) should be attached with bid submission.

### 7.1 SOURCES OF MATERIALS

The use of any one kind or class of material from the source is to be approved. The sources or kinds of material shall not be changed without written permission of the Purchaser. If the product of any source proves unacceptable, the supplier shall make necessary arrangements for the supply of acceptable material. Any claims for compensation associated with such arrangements or changes shall not be considered, unless the source of the unacceptable material is designated in the contract as a source of material.

### 7.2 QUALITY REQUIREMENTS, QUALITY CONTROL AND QUALITY ASSURANCE (GUARANTEE)

The quality control of the materials acquired, is the responsibility of the prime Supplier, who should guarantee that all materials are of standard quality according to the specifications given are correct according to Bidding Document. The cost for all damages due to use of low-quality materials has to be borne by the Supplier. At the time of delivery, the parts and materials shall have to be free from any defects in material or workmanship in all respects and shall remain reasonably perfect till the end of maintenance period when a final check shall be carried out.

### 7.3 INSPECTION, TESTS AND FINAL CHECK

The Supplier shall coordinate to provide access and other facilities for the inspection and, if required, tests of the materials. Such inspection shall be made prior to delivery or at time of delivery at destination and shall be conducted so as not to interfere unnecessarily with the operation of other work. Such inspections are supplementary and intended to clear the delivery only and shall not be considered as a final acceptance.

The final check of all materials will be conducted, and the discrepancies found during such final check have to be rectified by the supplier at its own cost. On a default situation, such works shall be conducted by the Purchaser and the cost incurred for such works shall be made a liability in the supplier's account (either from other payments and/or their property according to the prevailing rules and regulations).

The inspector may at his/her discretion check the test results obtained at the Supplier's works by independent tests and should the material so tested be found to be unsatisfactory, the costs of such tests shall be borne by the supplier, and, if satisfactory, the costs shall be borne by the Purchaser. In any case the quality assurance by the Supplier has to be made available, whenever required by the Purchaser.

**7.4 TRANSPORTATION**

It is the responsibility of the Supplier to control transportation activities and quality/quantity of any materials, loading and off-loading of the same, and the delivery at designated point. The Supplier shall entirely be responsible for the quality and quantity of materials received at the point of origin and their delivery at designated point in the same quantity and quality. No reasons whatsoever will be accepted for materials not reaching to site in proper condition and in required quantity. Loss during transportation, if any is entirely on the Supplier's account. Work being delayed because of materials being damaged during transportation is Supplier's concern, which shall not be considered a reason for the time extension.

**7.5 HEALTH AND SAFETY**

The handling staff from supplier shall be equipped with application of full safety equipment's such as gloves and sturdy boots to prevent injury, and that a first aid package is available at loading and off-loading locations



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## 9. GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. Definitions**
- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered between the Purchaser and the Supplier and signed by both the parties and it includes all attachments and appendices thereto and all documents incorporated by reference therein.
  - b. "The 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. "The Services" means the works described in the Terms of References to be performed by the supplier including modification, alteration, and additions of works and other obligations of the supplier covered under the Contract.
  - e. "The Purchaser" means the procuring entity purchasing the goods.
  - f. "The Supplier" means the organization supplying the goods and services under this contract.
  - g. "Engineer" or "The purchaser's representative" means the engineer appointed by the purchaser from time to time for inspection/supervision of goods and services.
  - h. "The Delivery Site" means the place or places where delivery of the goods is to be made. It is also to be referred as "destination point".
  - i. "Terms of Reference" means the schedule of works and duties, defined by the bidding document and to be executed by the supplier under this contract.
- 2. Application** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.
- 3. Standards**
- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the **Technical Specifications**,
- 3.2 Wherever reference is made in the **Technical Specifications** to specific standards and codes to be complied with, the specified standards and codes shall apply and the provisions of the latest edition or revision of the standards or codes shall apply only with the pre-consent of the Purchaser.
- 4. Use of Contract Documents and Information**
- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser to any person other than a person employed by the Supplier for performing the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so, required by the Purchaser.

- 5. Patent Rights** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 6. Inspections and Tests**
- 6.1 The Purchaser or its Representative shall have the right to inspect and/or to test the goods at its own costs. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and tests can be conducted on the premises of the Supplier or its sub-Supplier(s) and/or at the Goods' destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 6.3 Any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements, free of cost to the Purchaser.
- 6.4 Nothing in GCC shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 6.5 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods in case the goods conform to the specifications and drawings.
- 7. Packing**
- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at all points in transit.
- 7.2 The packing, marking and documentation inside and outside the packages shall comply strictly with such special requirements as delineated instructed by the Purchaser.
- 8. Insurance** The goods supplied under this Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery Such insurance shall be arranged and paid for by the supplier.
- 9. Transportation**
- 9.1 The Supplier shall be required to meet all transport and storage expenses until delivery.
- 9.2 Transportation of the goods after delivery at the destination point shall be the responsibility of the Purchaser
- 10. Incidental Services** The Supplier may be required to provide incidental services, including additional services, if any.
- 11. Warranty**
- 11.1 The Supplier warrants that the Goods supplied under the Contract are new and unused. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier.
- 11.2 The warranty shall remain valid for (12) months after the delivery of the goods at the destination point indicated in the Contract to the satisfaction of the Purchaser.
- In case any defect is observed or found in the goods at the site, the supplier shall be liable to bring back the defective goods and shall replace them with proper ones at his/her own costs.
- 11.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 11.4 Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

- 11.5 If the Supplier, having been notified, fails to take remedial action within fifteen (15) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12. Payment and Taxes**
- 12.1 After acceptance of the goods by the purchaser and their delivery at the destination point, payments shall be made by the Purchaser, within 15 days. The full and final payment shall be made only after completion of delivery. The purchaser may consider part payment based on delivery upon request of the supplier and if deemed essential on mutual understanding.
- 12.2 All taxes applicable shall be for the Supplier's account.
- 12.3 VAT shall be explicitly mentioned on the invoice and shall be for the Purchaser's account.
- 13. Prices**
- 13.1 Prices charged by the Supplier for goods under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 14. Order Placement**
- 14.1 The Purchaser may place the order on lot basis in a written form to the suppliers.
- 14.2 Actual contract size, quantity, duration etc. can be done in accordance with clauses of contract (refer SCC).
- 14.3 The order size will be confirmed at the time of order placement. (refer SCC).
- 14.4 Additional order: the purchaser can place order for additional quantity within price validity period under this agreement if required.
- 15. Contract Amendments**
- 15.1 Duration of contract may be extended by mutual understanding without affecting the agreed quality and cost.
- 15.2 Price validity of original contract may be extended by mutual understanding of contracting parties.
- 16. Assignment**
- The Supplier shall not assign to a third party, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 17. Subcontracts**
- The Goods/Services shall be fully supplied/performed by the Supplier and shall strictly abstain from sub-contracting in whole or any portion of the goods/services to any other supplier other than other than the partners mentioned in Bid Form.
- 18. Delays in the Supplier's Performance**
- 18.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the **Schedule of Requirement**.
- 18.2 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: imposition of liquidated damages, termination of the Contract and /or disqualification up to a period of two years.
- 18.3 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages.
- 19. Liquidated Damages**
- If the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.25% of the contract price of the delayed goods for each day of delay until actual delivery, up to a maximum deduction of (10%) percent of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

- 20. Termination for Default**
- 20.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; or
  - b) if the Supplier fails to perform any other obligation(s) under the Contract; or
  - c) if the Purchaser is of opinion that the goods does not conform to the specification and/or drawings
- 20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered or unacceptable, However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 21. Force Majeure**
- 21.1 For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.
- 21.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.
- 21.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of materials from regular sources or disruption of power supply shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 21.4 Any waiver/extension of time in respect of the delivery/ acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 21.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 21.6 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22. Termination for Insolvency**
- The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 23. Termination for Convenience**
- 23.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time convenient to it. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

**24. Resolution of Disputes**

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

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

**25. Governing Language**

The Contract shall be written in the English language. The English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties may be written in Nepali and/or English language.

**26. Applicable Law**

The Contract shall be interpreted in accordance with the laws of Nepal.

**27. Notices**

27.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing and confirmed in writing to the other party's address. Notice sent by facsimile or by email does not need confirmation of the receiver.

27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**28. Taxes and Duties**

The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the destination point.

**29. Corruption**

The Suppliers shall adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. A "corrupt practice" refers to the offering, giving, receiving or soliciting (directly or indirectly) of anything of value to improperly influence the actions of another person. Corruption in the procurement process generally involves a fraudulent act such as bribery or a kickback. Contractually supplier shall declare that they are not engaged in incorrupt practices; they must disclose any situation that may appear to be a conflict of interest. Helvetas Nepal has a "zero tolerance" policy regarding acceptance of gifts or hospitality; and there are restrictions on employment of former Helvetas Nepal staff members.

**30. Blacklist**

The purchaser cannot continue the contract with the firm/company as and when blacklisted by the Government of Nepal to the limitation of blacklisting decision.



*Handwritten signature in blue ink.*

## 10. SPECIAL CONDITIONS OF CONTRACT (SCC)

This SCC is an integral part of the Agreement

Clause	Item
GCC 1.1 (e)	The Purchaser is: <b><u>PSP/Helvetas Nepal, Biratnagar-Morang, Koshi Province</u></b>
ITB 23	As specified in BDS.
GCC 11	<b>The warranty period shall be as per specified in specification.</b>
GCC 12	The terms of payment to be made to the Supplier under the contract shall be as follows: <ol style="list-style-type: none"> <li><b>1. The payment shall be made:</b> <ol style="list-style-type: none"> <li>(a) through a/c payee cheque or bank transfer to Supplier's account upon receipt of tax invoice supported by documentation of successful completion of supply and delivery verified by the purchaser.</li> <li>(b) TDS: as per existing rule of Government of Nepal.</li> </ol> </li> </ol>
GCC 14.4	Additional order: the purchaser can place an order for additional quantity within price validity period under this agreement if required.  The delivery date for additional quantity will be fixed on mutual understanding between both parties for additional order.
GCC 27	<p><b>For notices, the Purchaser's address shall be:</b>            The Team Leader            PSP/Helvetas Nepal            Biratnagar- Morang, Koshi Province            Email: <a href="mailto:psp.np@helvetas.org">psp.np@helvetas.org</a>            Tel: 977-01-5431109, 5424926</p> <p><b>For notices, the Supplier's address shall be:</b>            Name and Address of the Supplier:            Telephone number:            Facsimile number:            E-mail Address:</p>

# 11. SAMPLE FORMS AND FORMATS

## 10.1 CONTRACT AGREEMENT

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

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz **supply, delivery, and Installation of goods specified in price schedule** 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 Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of Supply; and
  - (f) any other documents shall be added here.

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

3. In consideration of the payments to be made by the 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 issue VAT invoice in the name of **purchaser** and overwritten invoices 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**  
 PSP/Helvetas Nepal  
 Signature:  
 Name:  
 Designation:  
 Date:  
 Seal:

**On behalf of the Supplier**  
 Signature:  
 Name:  
 Designation:  
 Date:  
 Seal:

**Witness,**  
 Signature:  
 Name:

Signature:  
 Name:



*NSD*

10.2 PERFORMANCE SECURITY

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

Date: [insert date]

Beneficiary: **PSP/Helvetas Nepal**  
Biratnagar- Morang, Koshi Province, Nepal

Date: .....

Performance Guarantee No.:

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

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

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

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

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



*MSD*

**10.3 BID SECURITY**

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

Date: [insert date]

**Beneficiary Name:** PSP/Helvetas Nepal, Biratnagar- Morang, Koshi Province

**BID GUARANTEE No.:** [insert guarantee number]

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

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

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

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

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

Name \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
Signed \_\_\_\_\_

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



*MSD*

10.4 LETTER OF ACCEPTANCE

[on letterhead paper of the Purchaser]

Date.....

To: Name and address of the Supplier

Subject: Notification of Award

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

You are hereby informed to contact this office for formal contract agreement latest by ..... before 5:00 PM accompanying an unconditional performance security of NRs. .... (in words: ..... only) from a "A" class commercial bank specified by Nepal Rastra Bank in favour of **PSP/Helvetas Biratnagar-Mornag, Koshi Province**. The validity of performance security must be **90 days**. As per the Conditions of Contract, you are also required to submit performance guarantee, as specified in the format included in the Bidding Document.

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

Authorized Signature: .....

Name and Title of Signatory:



*Handwritten signature in blue ink.*