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SWACHCHHATA

Improving quality of health care services

BID DOCUMENT
FOR
SUPPLY AND DELIVERY OF CONSTRUCTION MATERIALS
OF
SWACHCHHATA PROJECT
REF. NO. SNV USA/SWACHCHHATA/07-2021

September 2021

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1. GENERAL INFORMATION

OBJECTIVES OF THE BID PROCESS

To procure construction materials adhering to national and international quality standards at a reasonable price from experienced, qualified vendors/suppliers for the SWACHCHATA Activity.

GENERAL BACKGROUND

SNV USA is a not-for-profit organization with long-term presence in Asia, Africa and Latin America. SNV USA brings together a core team of solutions-oriented development professionals with expertise and experience across technical areas and geographies. SNV USA works across five focus areas: WASH, agriculture, natural resources management, youth, and governance. Since 2011, SNV USA has been contributing to WASH sector development through a combination of advisory services, knowledge brokering and advocacy, and developing capacities at national, regional, district, and Municipality/Rural Municipality (M/RM) levels to work at scale with quality. Our approach is grounded in private sector engagement and improved service delivery, while building local capacity through ongoing partnerships and relationships. SNV USA has adopted a new trade name and is doing business as **DevWorks International**.

Project Description

SNV USA is currently implementing the USAID-funded Health and Hygiene Activity (HHA, 2016-2022 or “Swachchhata” in Nepal. Swachchhata, jointly implemented by SNV USA and Population Services International (PSI) with technical support from a Nepali private consulting firm. The Activity targets seven districts – East Rukum in Lumbini Province and Dolpa, Jajarkot, Salyan, West Rukum, Surkhet and Dailekh in Karnali Province. Swachchhata’s approach engages stakeholders across the spectrum of government structures—Health Facility (HF) and elected member of Rural Municipality/Municipality (RM/M), Ward, Provincial, and National government officials – to achieve its targeted activities.

Swachchhata is looking to have supply agreements with a potential vendor/trading company/manufacture/Service holder in Nepal for supply of construction materials (**cement, rebar, Hy-density Polyethylene (HDPE) pipes & fittings, Galvanized Iron (GI) pipes & fittings, PVC and CPVC pipes & fittings, toilet and bathroom fittings, fabricated items, etc.**) including transportation for 17 health facilities in Rukum, Salyan and Jajarkot districts.

The objective is to obtain best overall value for money in procuring the goods and services that SNV USA needs; to recognize the safety, health, environmental and ethical impact of all supply decisions – and involve suppliers in minimizing negative effects; to develop relationships with the supply market that support mutual understanding of our needs and our suppliers’ capabilities, and to ensure consistency of quality, reliability, availability and performance at affordable cost.

For more information about SNV USA visit our website at <https://devworks.org>.

VALUE STATEMENT:

Value for money is very important to SNV USA, as every additional penny saved is money that can be used in our development work throughout the world. SNV USA will also consider the following aspects when choosing a preferred supplier:

- Willingness to comply to SNV USA and USAID procurement policies
- Product quality
- Availability (stocks) and reliability (speed of supply) of the product
- Competitive prices
- After sales Service
- Technical service and spares back-up

2. INSTRUCTIONS TO BIDDERS

1. **SCOPE OF BID**

- 1.1 SNV USA/Swachchhata project (referred to as the Employer in these documents) invites bids for the supply and delivery of construction materials (as defined in these documents and referred to as "the works").
- 1.2 The successful bidder will be expected to complete the works by the intended supply and delivery date specified in the Contract.

2. **DEFINITIONS**

- 2.1 The term "**Work**" shall refer to the fabrication, supply and delivery of construction materials at the project sites.
- 2.2 The term "**Bidder**" shall refer to the bidding entity that has submitted a bid in response to this Invitation For Bid (IFB).
- 2.3 The term "**Supplier**" shall refer to the bidder to whom the contract is awarded.
- 2.4 The term "**days**" as used in this IFB shall, unless otherwise stated, be interpreted as meaning calendar days.

3. **BID SECURITY (BID BOND)**

Every bidder should submit a bid security equal to **2.5% of the quoted bid amount** which shall remain valid for ninety (90) days after the last date of submission of the bid document. The bid security submitted by the unsuccessful bidders will be discharged within twenty-eight (28) days after the contract is awarded to the successful bidder.

The bid security of the bidder whose bid is proposed to accept shall remain bound until the bidder submits an acceptable **performance bond of 5% of the contract amount**. The bid security will be discharged within twenty-eight (28) days after submitting the performance bond.

4. **PARTIAL BIDDING**

Bidders must submit a complete bid covering all aspects of this IFB. Partial bids will **not** be accepted.

5. **AMENDMENT OF IFB**

The SNV USA reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFB prior to the date set for the bid closing. Such action will be announced by an amendment or amendments to this IFB. If an amendment is of a nature, which requires changes in specifications, quantities or prices, the date set for the bid closing will, if necessary, be extended. In such case, the amendment will include an announcement

of the new date for the bid closing.

6. **CANCELLATION OF IFB**

The SNV USA reserves the right to cancel this Invitation for Bid in its entirety **AT ANY TIME**. No legal liability on the part of the Employer for payment of any sort shall arise and in no event will a cause of action lie with any bidder for the recovery of any costs incurred in connection with submitting a bid in response hereto. All effort initiated or undertaken by the bidder shall be done considering and accepting this fact.

7. **PRICE PROPOSAL (BID PRICE)**

The Price Proposal shall be made in accordance with the attached Bill of Quantities form. The bidder shall fill in unit rates (both in figures and words) and line item total for all items of the Materials/Works described in the **Bill of Quantities (BoQ)** along with total bid price (both in figures and words). Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. **TAXES**

The supplier is responsible of all taxes and/or any governmental fees or charges currently implemented by the Government of Nepal or will be implemented later.

The SNV USA, under this contract, accepts NO liability of any taxes or any payments resulted from the laws now or in future.

9. **ONE BID PER BIDDER**

Each bidder shall submit only one bid. Alternative bids will not be accepted.

10. **CURRENCY**

Prices must be quoted in NPR.

11. **COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his/her Bid, and the Employer will in no case be responsible and liable for those costs.

12. **CONTENTS OF PROPOSAL**

The bid shall be submitted in one BID PACKAGE with a sealed and marked envelop which should include the following:

- 1- General Condition of Contract signed and stamped in each pages.
- 2- Complete Form of Bid & Form of Confirmation, signed and stamped.
- 3- Bid Security from Bank

- 4- Schedule of delivery for each Health facility signed and stamped on each page.
- 5- Complete priced Bill of Quantities, signed and stamped on each page.

13. BID SUBMISSION

13.1 LANGUAGE

Bids shall be submitted in the English language.

13.2 SIGNATURE

All copies of the proposal submitted must be signed by the individual authorized to commit the bid with company seal.

13.3 BID SEALING & MARKING

The bid envelop should be marked and sealed as given below:

<p>SNV USA Swachchhata Project Office, B.P. Chowk, Korianpur-12, Nepalgunj</p> <p>Ref. No. SNV USA/SWACHCHHATA/07-20121</p> <p>Bidding for supply and delivery of construction materials</p> <p><Name of Your Company Address> <Company Stamp> <Date></p>

If the envelope is not sealed and marked as given above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

14. BID CLOSING DATE

14.1 Your proposal should be received before or on **25 October 2021 at 12:00 PM** Nepal time the Swachchhata Project Office, B.P. Chowk, Korianpur-12, Nepalgunj and to the attention of the Construction Quality Manager (CQM).

14.2 A proposal that is received "incomplete" when the closing date deadline is reached, cannot be accepted.

15. **LATE BIDS**

The bidder must make every effort to ensure that his/her bid reaches the location stated above before or on the exact date and time fixed for the bid closing. Bids received after the closing date/time, are late bids.

Late bids shall be considered only before the contract has been awarded and on condition that their failure to arrive on time is solely the result of:

- (1) Mishandling by SNV USA/Swachchhata Project personnel upon or after receipt.

Other late bids cannot be considered for award; these bids will be treated as non-responsive and will be returned unopened to the bidder, at his/her expense.

16. **BID VALIDITY**

Bids submitted shall remain valid for a period of **60 (Sixty) calendar days** counted from the bid closing date. The Swachchhata Senior Finance Manager reserves the right to request an extension of validity if a decision cannot be made within this time. Bidders will be entitled to either grant or deny this extension of validity.

17. **BID WITHDRAWAL**

A bidder may withdraw his bid up to the date and time specified for the BID CLOSING, by written notice (mail or facsimile) to the Construction Quality Manager (CQM). The bid will then be returned unopened to the bidder, at his expense.

18. **BID OPENING**

- 18.1 Bids, received in response to this IFB, will be open in presence of the bidders or their representative who choose to attend, on 26 October 2021 at 11:00 PM in the Swachchhata Project Office, B.P. Chowk, Korianpur-12, Nepalgunj.
- 18.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 17 shall not be opened.
- 18.3 The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 18.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present and get signature of the persons attended in the Bid opening.

19. **BID EVALUATION**

19.1 **RESPONSIBILITY**

The evaluation of Bids and the determination as to the responsiveness and technical adequacy of the services, products and materials offered shall be the responsibility of the

Bid Evaluation Committee (BEC) and shall be based on information provided by the bidders.

The BEC will not be responsible for locating or securing any information, which is not identified and available in the bid.

19.2 CONFIDENTIAL

Information relating to the examination, clarification, 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. Any effort by a Bidder to influence SNV USA/Swachchhata's processing of Bids or award decisions may result in the rejection of his Bid.

19.3 EVALUATION PROCESS

SNV USA/Swachchhata Project will set its own criteria in selecting the eligible bidder. The evaluation criteria will be shared with all bidders before opening the bid document.

19.4 CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by the BEC **as follows**:

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Bid will be adjusted by in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the bidder may be suspended for a specified period of time from being eligible for bidding with SNV USA/Swachchhata Project.

19.5 CLARIFICATION OF PROPOSALS

During the bid evaluation process the BEC reserves the right to discuss any bid with the bidder in order to clarify what is being offered and to resolve any potential areas of non-compliance. However, no changes to the content of the bid, including technical, financial and schedule changes, shall be permitted.

20. AWARD OF CONTRACT

- a) SNV USA/Swachchhata project will award the work to the Bidder whose conforming proposal represents the most economical and demonstrates that the Bidder can fully accomplish the IFB requirements.

- b) SNV USA/Swachchhata project reserves the right to negotiate the final terms and conditions of the contract before making the award.
- c) SNV USA/Swachchhata project is not bound to accept the lowest or any Bid, nor is obliged to give any reason for the rejection of any Bid.

21. COMMUNICATIONS AND CONTACTS FOR CLARIFICATION

21.1 COMMUNICATIONS IN GENERAL

Any communications related to this IFB, between a prospective bidder, and SNV USA/Swachchhata project shall only be through the person identified below as Point of Contact. They are the only individual who may, during the solicitation and evaluation period, answer inquiries regarding this IFB. There shall be no contacts with other SNV USA/Swachchhata project personnel, this to maintain all bidders on equal and competitive ground.

21.2 BIDDERS REQUEST FOR CLARIFICATION

- a. Bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFB, BOQ, drawings, specifications etc., must be requested in writing via email, letter or facsimile addressed to one point of contact and copying the other. Such requests for clarification must be received by CQM **not later than 4 days before the bid closing date.**
- b. Information given to a prospective bidder will be furnished to all prospective bidders, as an amendment to this IFB, only if such information is necessary to bidders in submitting offers or if the lack of such information would be prejudicial to other bids. These clarifications will be sent to the prospective bidders not less than 3 days prior to the closing date of the bid. Oral explanations or instructions will not be binding unless confirmed in writing by the responsible person from SNV USA/Swachchhata project.

21.3 POINT OF CONTACT

- 1. Badri Lamsal, Construction Quality Manager (CQM)
Mobile: 9851193589
E-mail : blamsal@devworks.org

3. GENERAL CONDITION OF CONTRACT

The Contract comprises Fabricate, Supply and Delivery of the construction materials for 17 health facilities at different villages of Rukum, Salyan, and Jajarkot districts as specified in or reasonably to be inferred from the Contract Documents.

1. DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) "Employer" means SNV USA/Swachchhata project who has called for the Bid to fabricate, supply and delivery of the construction materials.
- b) "Supplier" means the Bidder or company whom the contract is awarded by the Employer and includes the Supplier's personal representatives, successors and permitted assignees.
- c) "Works" means the works to be executed in accordance with the Contract.
- d) "CQM" means Construction Quality Manager of SNV USA/Swachchhata project.
- e) "CQM's Representative" means any site overseer or any assistant appointed by CQM to perform the duties set forth in Clause 4 hereof.
- f) "Contract" means the Conditions of Contract, Drawings, Bill of Quantities, Contract Agreement and Addendum, if any.
- g) "Contract Price" means the sum named in the Bid subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- h) "Contract Item" means an item of work specifically described and for which a price in unit or lump sum is provided. It includes fabrication, supply and delivery of the work item at the respective health facility as per BOQ.
- p) "Contract Time" means the period of time (number of calendar days or months) shown in the Bid allowed for completion of the Works as set forth in the Contract.
- q) "Calendar Day" means a period of twenty four hours extending from midnight to midnight and shall include all days of the calendar without exception.
- r) "Calendar Month" means the prevailing days of month in the calendar.
- s) "Cost" when used in the Conditions of Contract shall be deemed to include overhead costs whether on or off the site, except where the contrary is expressly stated.

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male/him/his also means female/her/hers or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically

defined. CQM will provide instructions clarifying queries about the Conditions of Contract. The CQM shall visit the bidder's shop/workshop/warehouse to familiarize him/herself generally with the progress and the quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract document. During the visits and on the basis of his/her observation, s/he shall condemn work, which fails to conform to the Contract document. S/he has authority to reject and ask for replacement of the work whenever such may be necessary, in his/her reasonable opinion, to ensure the proper execution of the Contract.

The CQM shall be in the first instance the interpreter of the Conditions of this Contract and the judge of its performance. The CQM shall within a reasonable time make decisions on all claims of the Supplier and all other matters relating to the execution and progress of the work or the interpretation of the Contract document.

3. DUTIES AND POWER OF CONSTRUCTION QUALITY MANAGER (CQM)

The CQM, as per the requirement, issue further drawings details and/or written instructions, written directions and written explanations in regard to:

- a. Variations or modifications of the design.
- b. The quality or quantity of works or the additions, or omission or substitution of any work.
- c. Any discrepancy in or divergence between the drawings and/or specifications.
- d. The removal and/or re-execution of any works supply by the Supplier.
- e. Assignment and sub- letting.
- f. Delay and extension of time.
- g. The postponement or suspension of any work to be executed under the provision of this contract.

4. DUTIES AND POWERS OF CQM'S REPRESENTATIVE

The duties of the CQM's Representative are to test and examine any materials to be supplied or workmanship employed in connection with the Works. S/he shall have no authority to make any variation of or in the Works.

5. PERFORMANCE BOND

The Supplier shall submit within three days of receiving the Notice of Award, a Performance Bond for the due performance of the Supplier in a sum equal to 5 (five) percent of the total Contract Price. Validity of performance bond shall be up-to 90 days.

If the Supplier abandoned the contracted works without written mutual agreement with the Employer, the performance bond amount will be collected by the Employer from the bank and will not be returned to the Supplier. In such case the Supplier will be disqualified from any future works with the Employer.

The performance bond shall be released after 30 days if the Supplier has successfully supplied and delivered all the Works given in the BOQ at the project site or if later, after acceptance of the Works by the Employer.

6. SUB-LETTING

The Supplier shall not sub-let any part of the Works without the prior written consent of the CQM and such consent if given shall not relieve the Supplier from any liabilities or obligation under the Contract and s/he shall be responsible for the acts, defaults and neglects of any sub-contractor, his/her agents or workmen as fully as if they were the acts, defaults or neglects of the Supplier, his/her agents, servants or workmen.

7. LANGUAGE/S

The language or languages in which the Contract documents shall be drawn up and executed shall be English designated as "Ruling Language".

8. PROSECUTION of WORK

The execution of the works under the Contract shall not commence until the Supplier has receive a written Notice to Commence Work or order to that effect. The affectivity of the Contract Time shall begin from the date of receipt of the written Notice to Commence Work.

The progress of the work shall be at a rate sufficient to complete the Contract in an acceptable manner within the period of time specified.

9. FAMILIARITY WITH CONTRACT WORKS

The Supplier shall be responsible for having taken steps necessary to satisfy him/herself as to the nature and location of the Contract Works; the type of materials, equipment, fabricator and facilities needed preparatory to and during the prosecution of the Contract Work.

Failure by the Supplier to do so will not relieve him/her of the responsibility to successfully carry out the Contract Works without additional expense to the Employer.

10. SUPPLIER'S RESPONSIBILITY FOR WORKS

Until the final acceptance of the Works by the Employer/CQM, the Supplier shall have charge and care of the Works and shall take every precautions against any damage or injury to any part thereof by the action of the elements or from any other cause.

The Supplier shall replace, repair and make good all damages or injuries to any portion of

the Works occasioned by any causes before final acceptance and shall bear the expenses thereof, except damages to the Works due to Force Majeure.

Rain windstorm, or other natural phenomena of normal intensity, based on the official weather reports for the particular season of the year in which the Works are being prosecuted, shall not be construed as Force Majeure or unforeseeable causes beyond the control of the Supplier.

11. FORCE MAJEURE (SPECIAL RISK)

If, during the term of the Contract, there shall occur a cause constituting force majeure herein defined as war whether declared or not, acts of Gods, laws or regulations, civil and industrial disturbance, act of the public enemy, explosions and any other similar cause of equivalent force not caused by or within the control of either the Employer or the Supplier, and which neither party is able to overcome, then the Supplier, as soon as possible after the occurrence of any cause constituting force majeure, shall give notice and full particulars in writing to the CQM/Employer of such force majeure if the Supplier is thereby rendered unable, wholly or in part, to perform his/her obligations and meet his responsibilities under the Contract. In such event:

The obligations and responsibilities of the Supplier under this Contract shall be suspended to the extent of his/her inability to perform them and for as long as such inability continues.

The term of the Contract shall be extended for a period equal to the period of suspension, taking into account, however, any special condition which may cause the time for completion of the work to be different from the period of suspension.

If the Supplier is rendered unable, wholly or in part, by reason of force majeure to performs his obligations and meet his/her responsibilities under the Contract for a period of thirty days, the Employer shall, upon five days written notice, have the right to terminate the Contract. In case of such termination the Supplier shall not be entitled for compensation from the Employer.

12. SAFETY, PROTECTION AND SECURITY

Except for "Force majeure (special risk)", the Supplier is solely responsible for the safety, protection, and security of his/her personnel, third parties, the public at large, the Works, equipment and the like.

Accordingly, the Supplier shall comply faithfully with any and all pertinent laws, decrees, regulations, and ordinances and shall take all necessary safeguards to the end preventing the occurrence of accidents, loss, or any damages of any kind during the execution of the Works.

S/he shall take all necessary precautions for the protection of the Works and safety of his personnel and the public.

13. WORK TO BE DONE TO THE SATISFACTION OF CQM

Except in so far as it is legally or physically impossible, the Supplier shall fabricate, supply and deliver the Works in strict accordance with the Contract to the satisfaction of CQM and shall comply with and adhere strictly to the CQM's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Supplier shall take instructions and directions only from the CQM or, subject to the limitations referred to in Clause 3 & 4 hereof from the CQM's Representative.

14. MEASUREMENT OF WORKS

Measurement of all work in detail shall be in accordance with the Engineering Standard Method of measurement, unless otherwise stated in the Bill of Quantities, Specification. In case of any discrepancy arising in method of measurement, the method adopted in the Bill of Quantities shall prevail.

15. QUALITY OF MATERIALS & WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with CQM's instructions.

The Supplier shall provide assistance, instruments, machines, labor and materials as are normally required for examining, measuring and testing the quality, weight or quantity of any material and shall supply samples of materials before dispatching for testing as may be selected and required by the CQM.

16. INSPECTION

The CQM/Employer and his authorized representative shall be allowed access to all parts of the Works and shall be furnished with such information and assistance by the Supplier as may be required in order to make a complete and detailed inspection. All materials or equipment furnished under provisions of the specification is subject to that inspection.

No work shall be dispatched to project site without the approval of the CQM. The Supplier shall provide full assistance for the CQM/Employer to examine and measure any work before packing/dispatching.

The Supplier shall give notice to the CQM whenever the works are ready for examination. The CQM shall, without reasonable delay will advise the Supplier in writing of his verification of the work.

17. PRICE OF GOODS AND SERVICES

The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:

inclusive of any applicable value added tax (which shall if applicable be payable by the Employer subject to receipt of a VAT invoice); and

Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or other levies.

No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Employer in writing.

The Employer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

18. DELIVERY

The Works shall be delivered carriage paid to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Contract, in either case during the Employer's usual business hours.

The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery (if specified in the order), and the outstanding balance remaining to be delivered.

The time of delivery of the works and of performance of the Services is of the essence of the Contract.

If the Works are not delivered on the due date then without prejudice to any other rights which it may have the Employer reserves the right to:

cancel the Contract in whole or in part;
refuse to accept any subsequent delivery of the works which the Supplier attempts to make;
recover from the Supplier any expenditure reasonably incurred by the Employer in obtaining works in substitution from any other supplier; and
claim damages as a result of the Supplier's failure to deliver the works or perform the Services on the due date.

The Supplier must provide at its own expense packaging which is required for the delivery of the Works. The Employer shall not be obliged to return to the Supplier any packaging or packing materials for the Works, whether or not any Works are accepted by the Employer.

The Supplier must render the Employer at the latter's request every assistance in obtaining any permits, licences, approvals which the Employer may require for the export and/or import of the Works and, where necessary, for their transit through any country.

If the Works are delivered to the Employer in excess of the quantities ordered, the Employer shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

The Employer shall be entitled to reject any Works delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Works until the Employer has had a reasonable time to inspect them following delivery, or, if later, within a reasonable

time after any latent defect in the Works has become apparent.

19. RISK AND PROPERTY

Risk of damage to or loss of the Works shall remain with the Supplier and pass to the Employer upon full and proper delivery to the Employer in accordance with Clause 18.

The Supplier shall not use the Employer's name for any purpose beyond the performance of the Supplier's obligations to the Employer, unless the Supplier has first obtained consent in writing for the use from the Employer's Media Unit.

20. CONFIDENTIALITY

All information relating the Employer's business, affairs, products, trade secrets know-how, personnel, customers and suppliers which may reasonably be regarded as confidential information (irrespective of the format or medium) shall hereinafter be referred to as "Confidential Information". The Supplier undertakes not to disclose, either directly or indirectly any Confidential Information the Supplier may acquire in any manner and the Supplier further undertakes to use all Confidential Information disclosed to the Supplier exclusively for the provision of the Works.

Exceptions to confidentiality: The provisions of this Clause shall not apply to the Supplier in respect of any information which:

the Supplier can prove by documentary evidence produced to the Employer within 15 days of disclosure that such Confidential Information was already in the Supplier's possession before the disclosure to the Supplier under this Contract;

is at the time of disclosure to the Supplier available or subsequently becomes available to the public otherwise than through any act or default of the Supplier;

is disclosed to the Supplier as a matter of right by a third party;

is developed by the Supplier without dependence directly or indirectly upon the disclosure of Confidential Information by the Employer;

21. TAKE OVER BY THE EMPLOYER OF CONTRACT WORK

The Employer may take over the work under contract giving 3 days' notice, if:

the Supplier fails to make the satisfactory work progress or to comply with orders of the CQM/Employer.

the Supplier neglect or refuse to replace materials that has been rejected being defective and unsuitable.

the Supplier becomes insolvent.

the Supplier is declared bankrupt.

the Supplier is willfully violating any of the conditions, covenants and stipulations in the Contract.

The Employer shall have the right, without necessity for judicial process or action, to rescind the Contract and suspend payments to the Supplier or to take over the Works and completed it, either by administration or by contract with other qualified suppliers in accordance with existing rules and regulations.

22. PAYMENT FOR THE TERMINATED CONTRACT

If the Contract is terminated, the Supplier shall be paid for all items of work supplied and delivered at project site by him up to the date of termination at the rates and prices provided in the Contract.

For any payment due the Supplier under the above conditions, the Employer is entitled to be credited with any outstanding balance due to the Supplier for advances and any sum previously paid by the Employer to the Supplier in respect to the execution of the Work.

23. FINAL INSPECTION

When all the works as stated in the contract have been supplied and delivered at project site in accordance with the Plans and Specifications as provided for and contemplated by the Contracts, the CQM/Employer or CQM's Representative shall make the final inspection and provide acceptance letter/receipt.

24. SCOPE OF PAYMENT

The estimated quantities listed in the Bill of Quantities of the Contract documents do not govern final payment. Payment to the Supplier will be made only for the actual quantities of the pay item of the Contract certified by the CQM as performed by the Supplier in accordance with the Plans and Specifications.

25. PAYMENT FOR THE WORKS

The Supplier shall submit to the Employer/CQM an invoice on or at any time after delivery of the Works at the project site as given in the contract. The payment will be released within 21 days after receipt of a proper invoice by the Employer or if later, after acceptance of the Works delivered at the project site.

If the supplier supply and deliver the Works, district wise and request for payment as progress payment, the Employer may release the payment within 21 days after receipt of a proper invoice or if later, after acceptance of the Works delivered at the project site.

26. PAYMENT WITHHELD

The Employer/CQM may withhold any payment deemed necessary to protect itself from loss due to:

- a) Un-remedied defective works.
- b) Any doubt of the works to be completed within the stipulated period of time.

27. INSURANCE AND LIABILITY

The Supplier shall have in force and maintain in force public liability, product liability, and the Employer's liability insurances which insurances shall indemnify the Employer in the event of any claim or proceedings. Such insurance cover shall be for liability or loss under the Contract or the minimum cover (if any) mentioned in the Order whichever is the greater.

The Supplier shall provide a copy of this policy on request from the Employer.

Nothing in this Contract shall operate to exclude or limit either party's liability:
for death or personal injury caused by negligence;
for fraud.

The Employer's total liability in contract, tort (including without limitation negligence) or otherwise in connection with or arising out of the Contract shall be limited to the Price.

28. WARRANTIES AND INDENMNITIES

The Supplier warrants to the Employer that the Works:

- will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Contract;

- will be free from defects in design, materials and workmanship;

- will correspond with any relevant Specification or sample; and

- will comply with all statutory requirements and regulations relating to the sale of Goods.

Without prejudice to any other remedy, if any Works or Services are not supplied or performed in accordance with the Contract, then the Employer shall be entitled:

- to require the Supplier to repair the Works or to supply replacement Works or Services at the Supplier's risk and expense in accordance with the Contract within seven days; or

- at The Employer's sole option, and whether or not the Employer has previously required the Supplier to repair the Works or to supply any replacement Works or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.

29. LIQUIDATED DAMAGES

In case the Supplier refuses or fails to satisfactorily complete the Contract Works within the time specified herein, plus any time extension duly granted and is thereby default under the Contract, the Supplier shall be liable to the Employer in the form of Liquidated damages and not by way of penalty, an amount equal to one tenth of one percent (0.10%) of the total Contract Price for each calendar day of delay up to 15 (fifteen days) calendar days maximum, or until such time as the CQM/Employer may reasonably approve to secure the completion of the works.

To be entitled to such liquidated damages, the Employer does not have to prove that it has incurred actual damages and may deduct the amount from any monies due or which may become due the Supplier under the Contract.

30. ADVANCE FOR MOBILIZATION

1) Conditions of Advance Payment

Mobilization advance up-to 20% of the contract sum may be granted upon written request against a bank guarantee acceptable and payable to the Employer.

2) **Recovery of Advance**

The recovery of such advance payment (if made) shall be made at the payment to the Supplier as per submitted invoice for successfully completed works.

31. BRIBERY

Any commission, advantage, gift, gratuity, reward or bribe given, promised or offered by or on behalf of the Supplier or his/her agent or servant or any other person on his or their behalf to any officer, servant, representative or agent of the Employer or CQM or to any person on their behalf in relation to obtaining or to the execution of this or any other Contract with the Employer shall in addition to any criminal liability which may be thereby incurred subject the Supplier to the cancellation of this and all other Contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation which the Employer shall be entitled to deduct from any monies due to the Supplier under this or any other Contract or to recover the said amounts as debt due or partly the one and partly the other as the Employer shall deem advisable.

4. FORM OF BID

To
Construction Quality Manager,
SNV USA/Swachchhata Project,
B.P. Chowk, Korianpur-12, Nepalgunj

Dear Sir/Madam

Having examined the Drawings, Condition of Contract, Specifications and Bill of Quantities for the delivery of the construction materials to Health Facilities in Rukum, Salyan, and Jajarkot districts, we, the undersigned, offer to supply and deliver the whole of the said works in conformity with the said Conditions of Contract, Specifications, Bill of Quantities, Drawings, Appendices and Addenda for the sum of

.....
.....(NPR
.....)

or such other sum as may be ascertained in accordance with the said Conditions.

1. We undertake if our Bid is accepted to commence the Works within **two days** of receipt of the letter of award from the Employer and to complete and deliver the whole of the Works comprised in the Contract within **40 (forty) days** calculated from the last day of the aforesaid period in which the works are to be commenced.
2. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated day of, 20.....

Signature

Name in the capacity of..... duly authorized to sign bid for and on behalf of

.....
.....

WITNESS NAME :

SIGNATURE :

ADDRESS :

OCCUPATION :

5. FORM OF CONFIRMATION (Conflict of Interest)

To

Construction Quality Manager,
SNV USA/Swachchhata Project,
B.P. Chowk, Korianpur-12, Nepalgunj

Gentlemen,

This is to certify that none of the company's staffs/partners/share holders are employee of SNV USA/Swachchhata project and have direct personal relation with SNV USA/Swachchhata's offices in Nepalgunj and Districts. If any such relation is found which has conflict of interest as per SNV USA HR rule and regulation, the company will accept rejection of its bid/contract and disqualification for the future works with SNV USA/Swachchhata project.

Signature:

Name:

Position:

Date:

6. BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the conditions of contract, and the drawings.
2. The method of measurement of the various items of work shall be as described in the Bill of Quantities, notwithstanding any local or general customs.
3. A rate or unit price is to be entered against each item in the Bill of Quantities whether quantities are stated or not.
4. The rates and prices shall be quoted in NPR.
5. The quantities appearing in the Bills of Quantities are approximate only and are prepared for the comparison of Bid. Payment to the Supplier will be made only for the actual quantities of work performed in accordance with the contract. The scheduled quantities of materials/work to be supply and deliver may be increased, decreased or omitted as provided in the Conditions of contract without in any way invalidating the bid unit prices.
6. The rates and prices in the Bill of Quantities shall, except in so far as it is otherwise provided, be deemed to cover all the supplier's and his Sub- supplier's, if any, obligations under the Contract and all matters and things necessary for supply and delivery of the Works in their entirety.

Detail BOQ sheets are given in Annex 1

7. ANNEX 1 - DETAIL BILL OF QUANTITIES (BOQ)

8. ANNEX 2 – DRAWINGS

9. ANNEX 3 - BID BOND (BID SECURITY) FROM THE BANK

(Attach copy with the document and provide the original from the Bank separately)

10. ANNEX 4 - SUPPLY AND DELIVERY SCHEDULE

The bidder should provide his/her proposed supply and delivery schedule. The bidder should attach description, drawing and charts as necessary to comply with the requirements of the bidding documents.

11. ANNEX 5 - QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for evaluation (Financial & Technical/Managerial capacity) of the bidder.

1. General Information

- a) Name of the company :

- b) Govt. Registration No. (Attach copy) :

- c) Place of Registration :

- d) VAT Number (Attach copy) :

- e) Company's Permanent Address :

- f) Temporary Address (if different than permanent one) :

- g) Name of contact person :

- h) Phone/Mobile No. :

- i) Email address :

2. Financial Information

- a) Turnover of the company in last three years (Attach copy of Balance sheet/Audit Report)
 - In FY 2072/73 :
 - In FY 2073/74 :

In FY 2074/75 :

b) Bank Detail

Name of the Bank :

Address of the Bank :

Account No. :

c) Mode of payment (please tick on one)

1. Credit (payment after delivery of works)

2. Advance Required

3. Work Experience

Please provide detail of similar nature of works done in last 3 years.

S.N.	Name of the Organization	Project Location	Year	Total Bid Amount (NPR)	Remarks

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4. Associate Companies

a. For supply of goods

Name :

Address :

b. For transportation

Name :

Address :

5. Space area of the company's shop/office/store/warehouse

Shop/Out-let :

Office :

Store/Warehouse :

Location Map (as per the given address. Attach separate sheet)