



BID DOCUMENT

FOR

SUPPLY AND DELIVERY OF CONSTRUCTION MATERIALS

for the

USAID Health and Hygiene Activity (HHA)
Swachchhata

REF. NO. FON/Funit-001/2023

2023

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GENERAL INFORMATION

OBJECTIVES OF THE BID PROCESS

To procure construction materials, fabrication items, and render service for transportation of these non-local construction materials adhering to national and international quality standards at a reasonable price from experienced, qualified vendors/suppliers/transporters for the USAID Health and Hygiene Activity (HHA), also known as *Swachchhata* in Nepali.

GENERAL BACKGROUND

DevWorks International is a not-for-profit organization with long-term presence in Asia, Africa, and Latin America. DevWorks brings together a core team of solutions-oriented development professionals with expertise and experience across technical areas and geographies. DevWorks International works across five focus areas: WASH, agriculture, natural resources management, youth, and governance. Since 2011, DevWorks International 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.

Project Description

DevWorks International is currently implementing the USAID-funded HHA (2016-2024). HHA is implemented by DevWorks International with technical support from a Nepali private consulting firm. Currently, HHA targets five districts –Jajarkot, Salyan, West Rukum, Surkhet, and Dailekh in Karnali Province. HHA 's approach engages stakeholders across the spectrum of government structures–Health Facility (HF) and elected members of Rural Municipality/Municipality (RM/M), Ward, Provincial, and Federal government officials – to achieve its targeted goal, objectives and activities.

HHA is looking to have supply agreements with a potential vendor/trading company/manufacturer/Service holder in Nepal for the supply of construction materials (**cement, rebar, HDPE pipes & fittings, GI pipes & fittings, PVC and CPVC pipes & fittings, toilet and bathroom fittings, fabricated items, tools, etc.**) for HHA and transportation of these construction materials to 50 HFs in five districts (Surkhet, Dailekh, Salyan, Jajarkot, and West Rukum).

The objective of this bid is to obtain the best overall value for price in procuring the goods and services that DevWorks International needs; to recognize the safety, health, the 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 suppliers' capabilities, and to ensure consistency of quality, reliability, availability, and performance at affordable cost.

For more information about DevWorks International, visit our website at <https://devworks.org>.

VALUE STATEMENT:

Value for money is very important for DevWorks International, as every additional penny saved is money that can be used in our development work worldwide. DevWorks International considers the following aspects when choosing a preferred supplier:

- Willingness to comply with DevWorks International and USAID procurement policies.
- Product quality.
- Availability (stocks) and reliability (speed of supply) of the product.
- Competitive prices.
- After-sales service
- Technical service, packing and spare back-up

GUIDELINES TO BIDDERS

1. SCOPE OF BID

- 1.1 DevWorks International/HHA (referred to as the Employer in this document) invites bids for the supply and delivery of construction materials for drinking water and toilet facilities (as defined in these documents and referred to as "the works") to 50 different HFs in Surkhet, Dailekh, Rukum West, Salyan, and Jajarkot districts.
- 1.2 The successful bidder will be expected to supply and deliver the construction materials to 50 different HFs within 15 days from the date the purchase order is issued from HHA to the bidder. Employer has the right to add or remove any HFs without any justification to the bidders at any point of time.
- 1.3 This bid document only refers to an estimated quantity of construction material and transportation costs. The actual material costs will be provided to bidder by issuing an approved purchase order and contracted to the selected bidder.

2. ELIGIBLE BIDDEE

This Invitation for Bid is open to all registered contractors with the qualifications described below:

- 2.1 Up-to-date Firm/Company Registration Certificate
- 2.2 VAT and PAN Registration Certificates
- 2.3 Tax Clearance Certificate
- 2.4 A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for a professional or business-related offense.
- 2.5 Other documents as needed.

3. ONE BID PER BIDDER

Each Bidder shall submit only one bid. A Bidder who submits more than one bid shall cause all the bids submitted to be disqualified.

4. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the bid and DevWorks shall in no case be responsible or liable for those costs.

5. SITE VIST

The Bidder - at their own cost, responsibility, and risk - may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.

6. PARTIAL BIDDING

The BID should be divided into three sections as follows:

1. Construction material – Bill of quantities (BOQ)
2. Transportation costs
3. Fabrication of items (BOQ)

Bidders are eligible to submit all sections of the bid document or only one section of the above-mentioned items (1-3) for further assessment. Any section submitted must include transportation costs.

7. LANGUAGE OF BID

All documents relating to the bid shall be in English.

8. CONTENTS OF PROPOSAL

The bid shall be submitted in one BID PACKAGE for each category with a sealed and marked envelop which should include the following and the bid by the Bidder shall comprise the following:

- Bid and Eligibility Information
- Complete Form of Bid & Form of Confirmation (signed and stamped).
- Bid Security from Bank
- Complete priced of Bill of Quantities, signed and stamped on each page

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 in NPR 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.

The supplier is responsible for all taxes and/or any governmental fees or charges currently implemented by the Government of Nepal or will be implemented later. DevWorks International/HHA, under this contract, accepts NO liability for any taxes or any payments resulting from the laws now or in the future.

9. BID SECURITY

The Bidder shall furnish a Bid Security in Nepali Rupees in the amount equivalent to **2.5 %** of the total bid amount. The Bid Security shall remain valid for a period of 90 days after the last date of submission of the bid document. The bid security submitted will be discharged within twenty-eight (28) days after the contract is awarded to the successful bidder.

The Bid Security shall be in name of "**SNV USA/Swachchhata**" from commercial bank guarantee.

10. AMENDMENT OF INVITATION FOR BID (IFB)

DevWorks International 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, be extended (if necessary). In such a case, the amendment will include an announcement of the new date for the bid closing.

11. CANCELLATION OF INVITATION FOR BID

DevWorks International 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 efforts initiated or undertaken by the bidder shall be done considering and accepting this fact.

12. SIGNATURE

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

13. BID SEALING & MARKING

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

DevWorks International Swachchhata Project Office, Simtali Chwok, Birendranagar-8, Surkhet
Ref. No. FON/FUnit-001/2023 Bidding for supply and delivery of construction and fabrication materials <Name of Your Company Address> <Company Stamp> <Date>

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

Your Bid document should be received before or on **28 February 2023 at 5:00PM** Nepal time at the Swachchhata Project Office, Simtali Chwok, Birendranagar-8, Surkhet and to the attention of the **Construction Quality Manager (CQM)**.

A Bid 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 their 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 handling by DevWorks/Swachchhata Project personnel upon or after receipt.

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

16. BID VALIDITY

Bids submitted shall remain valid for a period of 6 months counted from the bid closing date. The DevWorks International Nepal, Senior Management team has 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 their 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 their expense.

18. BID OPENING

Bids, received in response to this IFB, will be open in presence of the bidders or their representative who chooses to attend, on **02 March 2023 at 10:00 am** Nepal time in the DevWorks International Field Office, Simtali Chowk, Birendranagar-8, Surkhet.

Bids for which an acceptable notice of withdrawal has been submitted under Clause 17 shall not be opened.

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.

The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present, and get the signature of the persons who 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 DevWorks International/ HHA's processing of Bids or award decisions may result in the rejection of their Bid.

19.3 EVALUATION PROCESS

DevWorks International/HHA 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 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 the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered 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 from being eligible for bidding with DevWorks International/HHA.

19.5 CLARIFICATION OF PROPOSALS

During the bid evaluation process, the BEC reserves the right to discuss any bid with the bidder 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

DevWorks International/HHA will award the work to the Bidder whose conforming Bid represents the most economical and demonstrates that the Bidder can fully accomplish the IFB requirements.

DevWorks International/HHA reserves the right to negotiate the final terms and conditions of the contract before making the award.

DevWorks International/HHA 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 DevWorks International/HHA shall only be through the person identified below as Point of Contact. They are the only individuals who may, during the solicitation and evaluation period, answer inquiries regarding this IFB. There shall be no contacts with other DevWorks International/HHA 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(s). 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 DevWorks International/Swachchhata project.

21.3 POINT OF CONTACT

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

GENERAL CONDITION OF CONTRACT

The Contract comprises fabricated, supply, and delivery of construction materials to an estimated 50 different HFs of Dailekh, Surkhet, Salyan, Rukum West and Jajarkot districts as per purchase order issued from HHA - 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 DevWorks International/HHA who has called for the Bid to fabricate, supply and deliver construction materials to 50 different HFs in Surkhet, Dailekh, Jajarkot, Salyan and Rukum West districts.
- 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 DevWorks International/HHA 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, Bill of Quantities, Contract Agreement and Addendum, if any.
- g) "Contract Price" means the sum named in the Bid subject to total price indicated on issued Purchase Order from SWACHCHHATA after final design and estimate.
- 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 construction materials to 50 different health facilities of the work item as per the Purchase order issued from DevWorks International.
- i) "Contract Time" means the period (number of calendar days or months) indicated on contract and purchase order allowed for completion of the Works as set forth in the Contract.
- j) "Calendar Day" means a period of twenty-four hours extending from midnight to midnight and shall include all days of the calendar without exception.
- k) "Calendar Month" means the prevailing days of month in the Gregorian calendar.
- l) "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 by the Contract document. During the visits and based on his/her observation, s/he shall condemn work, which fails to conform to the Contract document. S/he has the 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 AUTHORITY OF CQM

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

- a. Variations or modifications of the design.
- b. The quality, quantity and weight of materials or the additions, or omission or substitution of any items.
- c. Any discrepancy in or divergence between the drawings, bill of quantities, purchase order 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 AUTHORITY OF CQM'S REPRESENTATIVE

The duties of the CQM's Representative are to test and examine any materials to be supplied 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 performance bond within three days of receiving the purchase order from HHA, a Performance Bond for the due performance of the Supplier in a sum

equal to 5 (five) percent of the total price specified in the Purchase order. The validity of the performance bond shall be up to 90 days.

If the Supplier abandoned the contracted works without any 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 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/approval of the HHA 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, their agents or workmen as fully as if they were the acts, defaults or neglects of the Supplier, their 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 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 precaution against any damage or injury to any part thereof by the action of the elements or from any other cause.

The supplier/transporter 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 windstorms, or other natural phenomena of normal intensity, based on the official weather reports for the 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, the 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 and/or transporter, 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 their obligations and meet their responsibilities under the Contract. In such an event:

The obligations and responsibilities of the Supplier under this Contract shall be suspended to the extent of their 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 perform their obligations and meet their 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 to 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 their 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 their personnel and the public.

13. WORK TO BE DONE TO THE SATISFACTION OF CQM

Except the condition where 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 guidelines.

The Supplier shall provide instruments, tools, and construction 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/Employer.

16. INSPECTION

The CQM/Employer and his/her 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 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 HF's site without the approval of the CQM/Employer. The Supplier shall provide full assistance for the CQM/Employer to examine and measure any work before packing or dispatching.

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

17. PRICE OF GOODS AND SERVICES

The Price of the Goods and the Services shall be as stated in the Purchase 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, labor 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 Supplier, whether or not shown on its own terms and conditions of sale.

18. DELIVERY

On the day or within the time frame specified in the Contract, the materials/Works must be delivered carriage-paid to, and the Services must be rendered at, the Delivery address; in any event, during the Employer's regular business hours.

Each delivery must come with a delivery note that includes information like the order number, date of purchase, number of parcels, contents, and, in the case of partial delivery (if indicated in the order), the outstanding balance yet to be delivered.

Time is important for both the delivery of the materials/Works and the rendering of the Services, according to the signed Contract.

The Employer may terminate the Contract entirely or in part, refuse to accept any further deliveries of the works that the Supplier makes, recover from the Supplier any reasonable costs incurred by the Employer in procuring works from another supplier instead of the Supplier's performance of the Services, and pursue damages, if the Supplier fails to deliver the works or complete the Services by the given deadline.

Packaging that is necessary for the delivery of the materials/Works must be provided by the Supplier at its expense. The Supplier will not receive any packaging support or packing materials for the Works from the Employer, whether or not any are used.

The Supplier is obligated to provide the Employer with all required assistance to secure any licenses, permissions, or approvals that the Employer may need for the importation, exportation, or passage of the Works through any country, as the case may be.

If more materials/work than the quantity ordered is delivered to the Employer, the Employer is not required to pay for the extra Work, and any extra Work is and remains at the Supplier's risk and is returnable at the Supplier's expense.

Any delivered materials/Works that are not in compliance with the Contract may be rejected by the Employer, and no Works shall be deemed accepted until the Employer has had a reasonable opportunity to inspect them after delivery, or, if later, within a reasonable period after any latent defect in the Works has become apparent.

19. RISK AND PROPERTY

No materials/Works shall be deemed accepted until the Employer has had a reasonable opportunity to inspect them following delivery, or, if later, within a reasonable time after any latent defect in the materials/Works has become apparent. The Employer shall be authorized to reject any delivered materials/Works which are not as per standard or damaged during the transportation or transit.

20. CONFIDENTIALITY

All information relating to 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:

Documentary proof provided to the Employer within 15 days of disclosure must show that the Supplier had the Confidential Information in question before it was disclosed to him or her under this Contract, that it was rightfully disclosed to the Supplier by a third party, that it was available to the public at the time of disclosure to the Supplier or that it later became so, and that it was already in the Supplier's possession before it was disclosed to him or her under this Contract.

21. TAKE OVER BY THE EMPLOYER OF CONTRACT WORK

If the Supplier fails to achieve satisfactory work progress or fails to follow instructions from the CQM/Employer, the Employer may assume control of the contract work with three days' notice if:

- The Supplier fails to make the satisfactory work progress or to comply with orders of the CQM/Employer
- The Supplier neglects or refuses to replace materials that have been rejected being defective and unsuitable.
- The Supplier is willfully violating any of the conditions, covenants and stipulations in the Contract
- The Supplier goes bankrupt.
- The Supplier has been found insolvent.

Without recourse to legal action or process, the Employer shall have the right to terminate the Contract, halt payments to the Supplier, or take control of the Work and complete it, either directly or through a contract with another qualified supplier by applicable laws and regulations.

22. PAYMENT FOR THE TERMINATED CONTRACT

If the Contract is terminated, the Supplier will be compensated at the rates and costs outlined in the Contract for all services rendered and goods delivered at the project site by the Supplier up until the date of termination.

Any unpaid balance for advances owed to the Supplier and any money already paid by the Employer to the Supplier for the performance of the Work may be applied to any payment due to the Supplier under the aforementioned terms.

23. FINAL INSPECTION

The CQM/Employer or CQM's Representative shall make the final inspection and provide an acceptance letter or receipt once all the materials/works specified in the contract have been supplied and delivered at the project site by the Purchase Order and Specifications as provided for and contemplated by the Contracts.

24. SCOPE OF PAYMENT

Final payment is not governed by the estimated quantities mentioned in the Bill of Quantities. Only the actual quantities of the Contract's pay item that have been completed by the Supplier and certified by the CQM in line with the Purchase Order and Specifications will be paid to the Supplier.

25. PAYMENT FOR THE WORKS

After the materials/Works are delivered to the project site as specified in the contract, the Supplier must submit an invoice to the Employer/CQM on or at any time afterward.

The cost as per invoice will be released by Employer within 21 days of the Employer receiving an accurate invoice, or later, after the materials/Works have been accepted at the project site.

26. PAYMENT WITHHELD

The Employer/CQM may withhold any payments, if doing so is thought to be necessary to prevent loss because of:

- A) Defective materials/Work that has not been corrected; and
- B) Any uncertainty over whether the work will be finished in the allotted 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 materials/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 limiting any other remedies, the Employer shall be entitled to require the Supplier to repair the materials/Works or to provide replacement of materials/Works or Services at the Supplier's risk and expense by the Contract within seven days, or at the Employer's sole discretion, regardless of whether

the Employer has previously required the Supplier to repair the materials/Works or to supply replacement materials/Works or Services.

29. LIQUIDATED DAMAGES

The Supplier shall be liable to the Employer in the form of liquidated damages and not as a penalty, in the event 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 in default under the Contract, an amount equal to one-tenth of one percent (0.10%) of the total Contract Price for each calendar day of delay up to a maximum of 15 (fifteen days) calendar days, or until The Employer may deduct the sum from any payments owing to the Supplier under the Contract without having to show that it has suffered damages to be entitled to such liquidated damages.

30. BRIBERY

Any commission, advantage, gift, gratuity, reward or bribe given, promised or offered by or on behalf of the Supplier or their agent or servant or any other person on 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.

FORM OF BID

To
Construction Quality Manager,
DevWorks International/HHA,
Simtali Chowk, Birendranagar-8, Surkhet,

Dear, Sir/Madam

After reviewing the conditions of the contract, the specifications, and the bill of quantities for the supply of building supplies and transportation services for 50 different health facilities in the districts of Salyan, Rukum West, Jajarkot, Surkhet, and Dailekh, we, the undersigned, make the following offer to supply and/or deliver all the aforementioned materials/work by the aforementioned conditions of the Contract, the specifications, the bill of quantities, the appendices, and the addenda for the sum of(NPR) or such other sum as may be ascertained in accordance with the said Conditions.

1. If our bid is accepted, we promise to start the work as soon as possible after receiving the employer's letter of award and to finish and deliver all the materials/works specified in the contract within the agreed-upon 40-day time frame, measured from the last day of the period in which the work is to be started.
2. We acknowledge that this Bid is binding upon us for 6 months beginning on the date set for its receipt, after which time it may be accepted at any time.
3. Until and unless a formal Agreement is established and signed, this Bid and your written acceptance of it will serve as our legally binding Contract.
4. We recognize that you are not required to accept the lowest or any offer you might 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:.....

FORM OF CONFIRMATION (Conflict of Interest)

To

Construction Quality Manager,
DevWorks International/HHA ,
Simali Chowk, Birendranagar-8, Surkhet

Dear, Sir/Madam

This is to certify that none of the company's employees, partners, or shareholders work for DevWorks International/HHA, or have any direct personal relations with the HHA headquarters in Surkhet and the surrounding areas. The company will accept the rejection of its Bid/proposal or contract and exclusion from further collaboration with DevWorks International/HHA if any such relationship is discovered that constitutes a conflict of interest under DevWorks International's HR policies and regulations.

Signature:

Name:

Position:

Date:

BILL OF QUANTITIES

PREAMBLE

1. The drawings, the contract terms, and the bill of quantities must all be read together.
2. Irrespective of any regional or general customs, the method of measuring the various items of work shall be as defined in the Bill of Quantities.
3. Whether or not quantities are given, a rate or unit price must be entered against each item in the bill of quantities.
- 4.
5. NPR will be utilized to estimate prices and rates. The quantities listed in the Bills of Quantities are prepared for bid comparison and are merely approximate. Payment to the Supplier will only be provided for the actual work amounts completed in compliance with the DevWorks International purchase order, according to the estimate and design created. Without in any way invalidating the bid unit prices, the scheduled quantities of materials or work to be supplied and/or delivered may be raised, decreased, or omitted as specified in the Conditions of Contract.

The rates and prices in the Bill of Quantities shall be regarded to cover all of the Supplier's and their Sub supplier's, if any, duties under the Contract and all matters and things required for the supply and delivery of the Works in their entirety, unless it is expressly stated differently.

ANNEX 1 - DETAILED BILL OF QUANTITIES (BOQ)

Refer to attachments:

- **Construction material BOQ**
- **Transportation rate BOQ**
- **Fabrication item BOQ**

ANNEX 2 - 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) :
- g) Name of contact person :
- h) Phone/Mobile No. :
- i) Email address :

2. Financial Information

- a) Bank Detail
 - Name of the Bank :
 - Address of the Bank :
 - Account No. :
- b) Mode of payment (please tick [v] on one)
 - 1. Credit (payment after delivery of works) []
 - 2. Advance Required []

3. Work Experience

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

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

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)