

Enhanced Skills for Sustainable and Rewarding Employment Project (ENSSURE)

a **Swiss Agency for Development and Cooperation (SDC)** project

implemented by CTEVT at the federal level; Province no. 1, Bagmati province, and Lumbini province and 33 Local Governments within those provinces with technical assistance from **Helvetas Nepal**.
Kathmandu, Nepal

BID DOCUMENT

**PROCUREMENT OF SERVICE FOR PRINTING OF
CAREER GUIDANCE TRAINING MATERIALS**

Contract Identification No: ENSSURE/PRT/01/2022

Office Seal:

Date of first issue: 11 May 2022

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SECTION I - INVITATION FOR BIDS

First date of publication: 11 May 2022

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE), a bilateral project between the governments of Nepal and Switzerland, is implemented by CTEVT at the federal level; Province no. 1, Bagmati province, and Lumbini province at the province level and 33 municipalities within those provinces at the local level, with technical assistance from Helvetas Nepal. ENSSURE/Helvetas Nepal invites sealed bids from the eligible bidders for the procurement of printing of Career Guidance Training Materials.

1. Bidders may download the bidding documents from Helvetas website <https://www.helvetas.org/en/nepal/how-you-can-help/follow-us/public-announcements> or www.enssure.org.np
2. The bid documents must be submitted in one sealed envelope containing 2 separate envelopes of the following documents:
 - a. Documents for eligibility
 - b. Bid Form including Price Schedules and Schedule of Requirements
3. Sealed bids/offers must be submitted to the following address on or before 12:00 hours, 25 May 2022.

ENSSURE/ Helvetas Nepal

Room No : 214, CTEVT Complex, Sano Thimi, Bhaktapur, Nepal

Tel: 6636073, 6636191

Email: enssure.np@helvetas.org

4. Bids received after the above-mentioned deadline will not be accepted.
5. Bids will be opened in the presence of Bidders' representatives who choose to attend at **14:00 hours on 25 May 2022** at the office as indicated in section (3) above.
6. Bids must be valid for 45 days from the date of closing of bids submission and must be accompanied by bid security, amounting to **2.5 % of the quoted Bid amount** (exclusive of VAT), which shall be valid for 90 days i.e. from 25 May 2022 to 22 August 2022.
7. If the last date of submission of bids falls on a Government holiday, then the next working day shall be considered as the last day.
8. The bidder will be selected following the Least Cost Selection (LCS) method.
9. Any inquiries other than necessary clarifications on bidding document will not be entertained and any types of solicitation will automatically disqualify the bidder from the selection process. ENSSURE/ Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.

SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Works	1.1 The Purchaser stated in the Bid Data Sheet (BDS) for the procurement of service for printing and delivery of career guidance training materials as detailed in attached specifications and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder	<p>2.1 The interested bidder must submit the notarized copies of following eligibility documents.</p> <ol style="list-style-type: none"> a) Valid Firm/Company Registration Certificate b) <i>At least three years of standing of the firm/ companies</i> c) VAT Registration Certificate d) Tax Clearance Certificate for the Fiscal Years - 2076/77 and 2077/78 e) Audit report of the Fiscal Years - 2076/77 and 2077/78 f) Minimum average annual turnover of NRs. 40 Lakhs of last three Fiscal years g) Self-declaration (In the format provided in section IV (8)) h) Power of Attorney to sign the Sealed bid <p>2.2 A bidder declared blacklisted and ineligible by the Government of Nepal, Public Procurement Monitoring Office (PPMO) shall be ineligible to bid for a contract during the period determined by the PPMO.</p>
3. One bid per bidder	3.1 Each Bidder shall submit only one sealed bid. A Bidder who submits more than one bids shall cause all the bids with the Bidder's participation to be disqualified.
4. Cost of bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his/her bids and the Purchaser shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his/her own cost, responsibility and risk may visit the site of the supply, delivery of printed training materials and acquire all necessary information for preparing the bid and entering into a contract for the procurement of service.
6. Content of Bid Form	<p>6.1 The Bid Form comprise the documents listed below:</p> <ol style="list-style-type: none"> 1. Section I: Invitation for Sealed bid 2. Section II: Instructions to Bidders 3. Section III: Bid Data Sheet 4. Section IV Bid Forms and Price Schedule 5. Section V: Schedule of Requirements & Technical Specification 6. Section VI: General Conditions of Contract (GCC) 7. Section VII: Special Conditions of Contract

	8. Section VIII: Contract Form
7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Bid Form from the Purchaser on or before 5 days prior to the deadline for submission of bid.
8. Language of Bid	8.1 All documents relating to the Bid shall be in English.
9. Documents Comprising Bids	9.1 The bid documents must be submitted in one sealed envelope containing 2 separate envelopes of the following documents: <ul style="list-style-type: none"> a. Documents for eligibility as per ITB (2.1) b. Bid Form including Price Schedules and Schedule of Requirements c. Bid security (if applicable)
10. Bid Prices	10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees for printing the career guidance training materials under the contract. 10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. 10.3 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
11. Bid Validity	11.1 The Sealed bid shall remain valid for the period of 45 days after closing date of the bid submission.
12. Bid/Bid Security	12.1 Bid must be accompanied by bid security, amounting to 2.5 % of the quoted Bid amount (exclusive of VAT), which shall be valid for 90 days, i.e., from 25 May to 22 August 2022.
13. Format and Signing of Bids	13.1 The Bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
14. Sealing and Marking of Bids	14.1 Bidders must submit their bids by manually in hard copy. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually only. The Bidder shall submit its bid in sealed envelopes. 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.
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16. Late Bid	16.1 Any Bid received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification and Withdrawal	17.1 Sealed bids once submitted shall not be withdrawn or modified.

SECTION II - INSTRUCTIONS TO BIDDER (ITB)

18. Bid Opening	18.1 Bids will be opened in the presence of Bidders' representatives who choose to attend at 14:00 hours on 25 May 2022 at the office as specified in the BDS.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Bid evaluation, comparison or contract award decisions may result in rejection of Bidder's bid.
20. Examination of Bids	20.1 Prior to the detailed evaluation of Bids, the Purchaser shall determine whether each Bid <ul style="list-style-type: none"> (a) meets the eligibility criteria defined in ITB-2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities (if applicable); and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Bids	21.1 In evaluating the Bids, the Purchaser shall determine for each Sealed bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) if there is a discrepancy between the Bid price in the Summary of Price Schedule and the Bid amount in item (c) of the Letter of Bid, the price in the Summary of Price Schedule will prevail and the Bid amount in item (c) of the Letter of Bid will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above. 21.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.
22. Award of Contract	22.1 The Purchaser shall decide the award of the contract to the Bidder whose Bid is within the approved estimate and who has offered the substantially lowest evaluated Price within Bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of ITB (2).
23. Purchaser's Right to Accept or Reject	23.1 The Purchaser reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids, at any time prior to the

	award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
24. Notification of Award and Signing of Agreement	<p>24.1 The Bidder whose bid is accepted, and all other participating bidders shall be notified of the award by the Purchaser.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the disqualification of the bidder, upon which the Contract shall then be awarded to the next successive successful Bidder (2nd substantially lowest).</p>
25. Performance Security	As per SCC
26. Corrupt or Fraudulent Practices	26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
27. Conduct of Bidders	<p>27.1 The Bidder shall be responsible to fulfil his/her obligations as per the requirement of the Contract Agreement, Bidding documents, Helvetas Procurement Regulations.</p> <p>27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ol style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. <p>27.3 contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract</p>

SECTION III - BID DATA SHEET (BDS)

ITB 1	<p>The scope of Supply is: Printing of Career Guidance Training Materials. The number of the Invitation for Sealed bid is: ENSSURE/PRT/01/2022</p> <p>The Purchaser is: ENSSURE/ Helvetas Nepal</p>
ITB 14.1	<p>Sealing of bid:</p> <p>The bidder must have sealed properly in the envelope prior to submission. Open bids shall be rejected.</p> <p>Marking the sealed envelope: please clear mark on the envelope as</p> <p style="padding-left: 40px;">Contract Identification No: ENSSURE/PRT/01/2022</p> <p style="padding-left: 40px;">Purchaser's address: ENSSURE/ Helvetas Nepal</p> <p style="padding-left: 80px;">Room No : 214, CTEVT Complex, Sano Thimi, Bhaktapur, Nepal</p> <p style="padding-left: 40px;">Tel: 6636073, 6636191; email: enssure.np@helvetas.org</p>
ITB 15	<p>The deadline for Sealed bid submission is:</p> <p>Date & Time: 25 May 2022, 12:00 hours</p> <p>Address: ENSSURE/ Helvetas Nepal</p> <p style="padding-left: 40px;">Room No: 214, CTEVT Complex, Sano Thimi, Bhaktapur, Nepal</p> <p style="padding-left: 40px;">Tel: 6636073, 6636191; email: enssure.np@helvetas.org</p>
ITB 18	<p>The Sealed bid opening shall take place at:</p> <p style="padding-left: 40px;">ENSSURE/ Helvetas Nepal</p> <p style="padding-left: 40px;">Room No: 214, CTEVT Complex, Sano Thimi, Bhaktapur, Nepal</p> <p style="padding-left: 40px;">Tel: 6636073, 6636191</p> <p style="padding-left: 40px;">Email: enssure.np@helvetas.org</p> <p>Date: 25 May 2022</p> <p>Time : 14:00 hours</p> <p>The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend.</p>

SECTION IV - BID FORM AND PRICE SCHEDULE

1. BID AND PRICE SCHEDULES

Date:

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Sealed bid (SB) documents, we the undersigned, offer to print the Career Guidance Training Materials in conformity with the said SB documents for the sum of or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SB.

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

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

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

We understand that this SB, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign SB for and on behalf of _____

2. BIDDER'S INFORMATION FORM

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

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

<p>Attached are copies of the following original documents.</p> <ul style="list-style-type: none">a) Valid Firm/Company Registration Certificateb) <i>At least three years of standing of the firm/ companies</i>c) VAT Registration Certificated) Tax Clearance Certificate for the Fiscal Year -2076/77 and 2077/78e) Audit report of the Fiscal Year -2076/77 and 2077/78f) Minimum average annual turnover of NRs. 40 Lakhs of last three Fiscal yearsg) Self-declaration (in the format provide in section IV (8))h) Power of Attorney to sign the Sealed bid	
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3. BID SECURITY

**Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the 'A' class Commercial Bank)**

Beneficiary: ENSSURE /Helvetas Nepal
Sano Thimi , Bhaktapur

Date:.....

Bid Security No.:

We have been informed that *[insert name of the Bidder]* (hereinafter called “the Bidder”) intends to submit its bid (hereinafter called “the Bid”) to you for the execution of **Printing and delivery of Career Guidance Training Materials** under Invitation for Bids No. **ENSSURE/PRT/01/2022** (“the IFB”).

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

At the request of the Bidder, we.....(name of Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures) (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(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date number.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

4. AVERAGE ANNUAL TURNOVER FORM

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed in NRs at the end of the period reported.

Annual Turnover Data for the Last 3 Years	
Year	Amount (in NRs)
FY 2075/76	
FY 2076/77	
FY 2077/78	
Average Annual Turnover	

5. PRICE SCHEDULE FOR SERVICES/ GOODS

Name of Bidder _____ Contract Identification Number:
ENSSURE/PRT/01/2022

Item	Description	Quantity	Unit price ¹ (in NRs)	Total price (in NRs) (cols. 3x4)	Amounts in Words
1	2	3	4	5	6
A	Flexes (22 types)	5,500			
B	learning cards (17 types)	4,250			
C	Career Information Cards (5 types)	1,250			
D	Flash cards (1) (8 types)	2,000			
D	Flash cards (2) (12 types)	3,000			
D	Flash cards (3) (18 types)	4,500			
E	Book/Manual				
1	वृत्ति जानकारी पुस्तिका	8,600			
2	वृत्ति शब्दकोश	8,600			
3	वृत्ति-मार्गनिर्देशन निर्देशन-पुस्तिका	500			
4	कार्य-पुस्तिका	15,000			
5	प्रश्न-पत्र	8,600			
6	Register	500			
7	Are you ready	11,000			
F	Carrying bags				
1	Bag for material carrying	250			
2	Bag for flexes carrying (Madal type)	250			
G	Layout Designing services				
1	Layout Designing	1			
			Total		
			VAT		
			Grand Total		

Name _____

In the capacity of _____

Signed _____

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

Date: _____

¹ The price shall include the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item.

6. SELF DECLARATION

Date:

.....
.....
.....

Subject: Declaration confirming anti-corruption and no-political involvement

I, the undersigned, ... representative of(full name of the consulting firm), submitting a Sealed Bid in respect of invitation for Bids for "The printing of Career Guidance Training Materials", confirm that my organization is not involved in any kind of corruption and misuse of public funds and has not been punished for an offence relating to the concern profession or business. Moreover, no contract signing person and proposed staffs are in any elected or nominated political position or regular government employees.

Signature with organization seal:

SECTION V - SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION**1. Delivery and Completion Schedule**

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

SN	Item Name	Description/Detail Specification	Quantity	Unit	Required Delivery Schedule (In Days from the date of signing the contract)	Bidder's preferred delivery period [to be provided by the bidder]
A	Flexes					
1	विद्यालयमा वृत्ति-मार्गनिर्देशन कार्यक्रम	Size: 2.5 x3.5 ft, High quality, Two side bounding and hanging	250	Pc	30 days	
2	जागीर र वृत्ति		250	Pc	30 days	
3	वृत्ति-विकासको सिद्धान्त		250	Pc	30 days	
4	वृत्तिपथको उदाहरण २		250	Pc	30 days	
5	वृत्तिखोजी पथ		250	Pc	30 days	
6	रुचि र खुबी		250	Pc	30 days	
7	पाँच क्षमता		250	Pc	30 days	
8	मेरो वृत्ति-विश्वास		250	Pc	30 days	
9	वृत्तिपथको उदाहरण १		250	Pc	30 days	
10	दुई प्रकारको जानकारी		250	Pc	30 days	
11	नेपालको शिक्षा प्रणाली		250	Pc	30 days	
12	प्राविधिक तथा व्यावसायिक शिक्षाको महत्व		250	Pc	30 days	
13	नेपालको शैक्षिक संकाय/धार		250	Pc	30 days	
14	वृत्ति-क्षेत्र		250	Pc	30 days	
15	विषय र वृत्ति		250	Pc	30 days	
16	जीवन रेखा		250	Pc	30 days	
17	योजना निर्माणको उदाहरण		250	Pc	30 days	
18	वृत्ति जानकारी नमनु		250	Pc	30 days	
19	वृत्ति १		250	Pc	30 days	
20	रुचिको तथ्याङ्कपत्र		250	Pc	30 days	
21	खुबीको तथ्याङ्कपत्र		250	Pc	30 days	
22	मेरो क्षमता: मेरो वृत्ति		250	Pc	30 days	
B	learning cards					
1	घुमाउरो चक्रिय शैलीको वृद्धि	Size: 12 x 18 inches, Paper: 300 gsm, Both side print, Lamination: Gloss on Both sides, hot lamination	250	Card	30 days	
2	परिवर्तनशील तथा स्थिर (अपरिवर्तित)		250	Card	30 days	
3	आफुसुहाउँदो वृत्तिको छनौट		250	Card	30 days	
4	वातावरण तथा मानवताप्रतिको संवेदनशीलता		250	Card	30 days	
5	भाषिक क्षमता		250	Card	30 days	
6	विश्लेषणात्मक-तार्किक क्षमता		250	Card	30 days	
7	स्थलगत क्षमता		250	Card	30 days	
8	व्यक्तिगत क्षमता		250	Card	30 days	

SECTION V- SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION

9	शारीरिक-यान्त्रिक क्षमता		250	Card	30 days	
10	वृत्तिको नाम		250	Card	30 days	
11	वृत्तिको परिभाषा		250	Card	30 days	
12	वाञ्छनीय योग्यता		250	Card	30 days	
13	योग्यता		250	Card	30 days	
14	विषय र वृत्ति १		250	Card	30 days	
15	विषय र वृत्ति २		250	Card	30 days	
16	विषय र वृत्ति ३		250	Card	30 days	
17	विषय र वृत्ति ४		250	Card	30 days	
C	Career Information Cards					
1	Card 1	Size: A4, Paper: 300 gsm, Front only, Multicolor, Lamination: Gloss on Cover,	250	Card	30 days	
2	Card 2		250	Card	30 days	
3	Card 3		250	Card	30 days	
4	Card 4		250	Card	30 days	
5	Card 5		250	Card	30 days	
D	Flash cards					
1	Card 1	Flash cards (1) Size: 4.5 x 3 in., Paper 300 gsm in Front side, two color Lamination: Gloss on front side	250	Card	30 days	
2	Card 2		250	Card	30 days	
3	Card 3		250	Card	30 days	
4	Card 4		250	Card	30 days	
5	Card 5		250	Card	30 days	
6	Card 6		250	Card	30 days	
7	Card 7		250	Card	30 days	
8	Card 8		250	Card	30 days	
9	Card 9	Flash cards (2) Size: 6 x 3 inches Paper 300 gsm in Front side, two color Lamination: Gloss on front side	250	Card	30 days	
10	Card 10		250	Card	30 days	
11	Card 11		250	Card	30 days	
12	Card 12		250	Card	30 days	
13	Card 13		250	Card	30 days	
14	Card 14		250	Card	30 days	
15	Card 15		250	Card	30 days	
16	Card 16		250	Card	30 days	
17	Card 17		250	Card	30 days	
18	Card 18		250	Card	30 days	
19	Card 19	Flash cards (3) Size: 9 x 3 inches Paper 300 gsm in Front side, two color Lamination : Gloss on front side	250	Card	30 days	
20	Card 20		250	Card	30 days	
21	Card 21		250	Card	30 days	
22	Card 22		250	Card	30 days	
23	Card 23		250	Card	30 days	
24	Card 24		250	Card	30 days	
25	Card 25		250	Card	30 days	
26	Card 26		250	Card	30 days	
27	Card 27		250	Card	30 days	
28	Card 28		250	Card	30 days	
29	Card 29		250	Card	30 days	
30	Card 30		250	Card	30 days	

SECTION V- SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION

31	Card 31		250	Card	30 days	
32	Card 32		250	Card	30 days	
33	Card 33		250	Card	30 days	
34	Card 34		250	Card	30 days	
35	Card 35		250	Card	30 days	
36	Card 36		250	Card	30 days	
37	Card 37		250	Card	30 days	
38	Card 38		250	Card	30 days	
E	Book/Manual					
1	वृत्ति जानकारी पुस्तिका	Size: 7 x 9.5 in., Paper: 180 pages., 1 color, 80 gsm Wood free, Cover paper: 300 gsm, 4 pages, multicolor, Lamination: Gloss on Cover, Binding: perfect	8600	Set	30 days	
2	वृत्ति शब्दकोश	Size: A5, Paper: 40 pages, 1 color, 80 gsm wood free, Cover paper: 300 gsm, 4 pages, multicolor, Lamination: Gloss on Cover, Binding: Center Binding	8600	Set	30 days	
3	वृत्ति-मार्गनिर्देशन निर्देशन-पुस्तिका	Size: 7 x 9.5 in., Paper: 128 pages, 1 color, 80 gsm Wood free, Cover paper: 250 gsm, 4 pages, multicolor, Lamination: Gloss on Cover, Binding: perfect,	500	Set	30 days	
4	कार्य-पुस्तिका	Size: A4, Paper: 36 pages, 1 color, 80 gsm wood free, Cover paper: 250 gsm, 4 pages, multicolor Lamination: Gloss on Cover, (4 pages perfecting) Binding: Center Binding Perforation: 6 pages	15000	Set	30 days	

SECTION V- SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION

5	प्रश्न-पत्र	Size: A4, Paper: 28 pages, 1 color, 80 gsm wood free, Cover paper: 250 gsm, 4 pages, multicolor, Lamination: Gloss on Cover, Binding: Centre Stitch	8600	Set	30 days	
6	Register	Size: A4, Paper: 8 pages, 1 color, 80 gsm wood free, Cover paper: 180 gsm, 4 pages, 1 color Binding: Centre Stitch	500	Set	30 days	
7	Are you ready	Size: A4, Paper: 1 page (both side printing), 1 color, 80 gsm wood free	11000	Pc	30 days	
F	Carrying bags				30 days	
1	Bag for material carrying	size: 20x13x3 inch, water proof, mat cloth, printed both side, with carrying handle	250	Pc	30 days	
2	Bag for flexes carrying (Madal type)	30-inch length, 22 inch round with head cover, mat cloth and water proof	250	Pc	30 days	
G	Layout Designing services					
1	Layout Designing	Layout and designing of all materials	1	Time	10 days	

PACKAGING INSTRUCTION:

1. One of each type off flex (1-22) should be rolled up and placed inside the Bag for flexes carrying (Madal type).
2. One of each items from B1-E6 should be packed inside the Bag for material carrying.
3. All the materials should be packaged separately for ready to delivery as per instructions to be provided by ENSSURE/Helvetas Nepal at the time of packaging.

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract; d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment. e. "The Purchaser" means the procuring entity purchasing the goods; f. "The Supplier" means the organization supplying the goods and services under this contract.
2. Technical specification	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
3. Patent right	<p>3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.</p>
4. Performance security	<p>4.1 As per instruction and receipt of award of contract from the purchaser, the successful bidder shall furnish the performance security in the performance security form provided in the bidding documents for the due performance of the contract in the amounts specified in the SCC.</p> <p>4.2 Failure of the successful supplier to comply with the requirement of sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest supplier or call for new sealed bids.</p> <p>4.3 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.</p> <p>4.4 The validity of performance security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the supplier and additional one month.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the supplier.</p>
5. Inspection and tests	<p>5.1 The purchaser or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the technical specification and the quality of performance after the supply and delivery of good to the purchaser's premises</p> <p>5.2 The purchaser may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. the supplier shall either rectify or replace such rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the purchaser.</p>

6. Packing	<p>6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.</p> <p>6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.</p> <p>6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.</p>
7. Delivery of goods	<p>7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p>
8. Insurance	<p>8.1 the goods supplied under the contract shall be fully insured in the currency of the sealed bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p>
9. Warranty	<p>9.1 the supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>9.2 unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract and accepted by the purchaser after installation and commissioning of equipment by the supplier.</p> <p>9.3 the purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>9.4 upon receipt of such notice, the supplier shall, with all reasonable speed, replace the defective goods without cost to the purchaser. the supplier will be entitled to remove, at its own risk and cost, the defective goods.</p>
10. Payment	<p>10.1 payment shall be made in the currency as specified in the SCC</p> <p>10.2 payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the purchaser.</p>
11. Prices	<p>11.1 prices charged by the supplier for goods delivered under the contract shall not vary from the prices quoted by the supplier in its sealed bid.</p>
12. Changed order	<p>12.1 Where the Purchaser desires to make changes in Schedule of Requirement, it be as per SCC.</p>
13. Liquidated damages	<p>13.1 if the supplier fails to deliver any or all of the goods within the time period specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. once the maximum is reached, the purchaser may consider termination of the contract.</p>
14. Resolution of disputes	<p>14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no</p>

	<p>arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>14.2.1 any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 arbitration proceedings shall be conducted in accordance with the rules of Nepal council of arbitration (nepca).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <p>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b. the Purchaser shall pay the Supplier any monies due the Supplier.</p>
15. Governing language	15.1 The Governing Language shall be: English
16. Applicable law	16.1 The applicable law shall be Laws of Nepal.
17. Notices	<p>17.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt</p> <p>17.2 A notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
18. Taxes and duties	18.1 the purchaser shall be responsible to obtain duty free exemption permit for applicable all taxes, duties, licence fees and other such levies imposed by the GoN or purchaser's liability.
19. Operation, maintenance and spare-parts manuals	19.1 The successful Supplier shall supply manufacturer's operation manual, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC.
20. Conduct of suppliers	<p>20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bid documents, HELVETAS Regulations.</p> <p>20.2 The Supplier shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <p>a. give or propose improper inducement directly or indirectly,</p> <p>b. distortion or misrepresentation of facts</p> <p>c. engaging or being involved in corrupt or fraudulent practice</p> <p>d. interference in participation of other prospective bidders.</p> <p>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</p> <p>f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.</p> <p>g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract</p>
21. Rights of purchaser	ENSURE / Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.

SECTION VI- GENERAL CONDITIONS OF CONTRACT

22. Time extension	The time extension for the delivery and supply shall be as per the SCC.
23. Retention money	The retention money shall be as per SCC.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT (SCC)

This SCC forms part of the Agreement

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

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: <u>ENSSURE/Helvetas Nepal</u>
GCC 4.1	The amount of the performance security shall be as follows: The performance security amount shall be 5% of the total contract price (excluding VAT).
GCC 9	N/A
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: 1. Upon the delivery and acceptance of printed materials , 100% payment shall be made within 15 days of submission of valid Tax Invoice and claim supported by the relevant documents issued by the Purchaser or its authorized person/s. TDS on all payment shall be deducted as per the prevailing rules and regulations of Government of Nepal.
GCC 12	Additional order may be placed by purchaser not exceeding original contract price.
GCC 17.1	For <u>notices</u> , the Purchaser's address shall be: Name and Address of the Purchaser: ENSSURE /Helvetas Nepal Telephone No: 66366073, 6636191 e-mail Address: <u>ENSSURE.NP@HELVETAS.ORG</u>
	For <u>notices</u> , the Suppliers' address shall be: <u>[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]</u> Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 19.1	NA
GCC 22	Time extension for delivery and supply, if required, will be upon mutual understanding and agreement between both parties.
GCC 23	The amount of the retention money shall be as follows:

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Clause	Item
	<p>The retention money amount shall be 5% of the total contract price (excluding VAT).</p> <p>The retention shall be paid by the Purchaser to the supplier after the Purchaser receives the VAT amount of this purchase contract from the IRD.</p>

SECTION VIII - CONTRACT FORM

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

Date.....

To: ***name and address of the Contractor***

Subject: ***Notification of Award***

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

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:

2. Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Form of Agreement
 - b. The Purchaser’s Notification of Award
 - c. The General Conditions of Contract;
 - d. Special Conditions of Contract
 - e. Bid Form and the Price Schedule submitted by the Supplier;
 - f. The Schedule of Requirements;
 - g. Any other relevant and significant correspondences
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser
Name:
Designation:
Sign:
Seal:

On behalf of the Supplier
Name:
Designation:
Sign:
Seal:

3. PERFORMANCE SECURITY

Bank's name, and address of issuing branch or office

Beneficiary: ENSSURE /Helvetas Nepal
Sano Thimi, Bhaktapur

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. datedwith you, for the execution of **Printing of Career Guidance Training materials** (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)

4. CODE OF CONDUCT FOR CONTRACTED PARTIES

Final version February 2020

Scope of this Code of Conduct

HELVETAS Swiss Intercooperation (hereinafter HELVETAS) is a civil society organisation for development and humanitarian response. We strive to empower people, so they can determine the course of their lives in dignity and security, using environmental resources in a sustainable manner. Our work is guided by the following values²:

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

The organisational values are the basis for the attitude, behaviour and high standards that HELVETAS requests to be respected and adhered to by its employees.

Further, we expect that all individuals and institutions with whom HELVETAS engages, respect these values and act in accordance with them, as well as with national and international laws. This applies both to professional contexts and to private matters that have an influence on the professional domain.

This Code of Conduct outlines the attitude and the behaviour that HELVETAS expects from consultants, services providers of goods and services, implementation partners, system partners and assisted organisations – in the following called **contracted parties** – that are responsible for implementing projects, project components and/or recipients of contributions, etc. in Switzerland as well as abroad.

This Code of Conduct is binding, and an integral part of all contractual agreements made between HELVETAS and its contracted parties. In signing their contract, contracted parties take on the commitment to observe the Code of Conduct, to ensure adherence by their personnel and their subcontractors, and to behave accordingly. Any action violating the Code of Conduct may entail an enquiry and the imposition of measures relating to non-compliance with contractual obligations, or of other measures.

Contracted parties are expected to ensure that their employees and any person working for them adhere to this Code of Conduct by putting in place adequate policies and regulations and through sensitisation, supervision and training of concerned persons.

The Components of the Code of Conduct

Loyalty and confidentiality and civic duty

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

i. ² Organisational Strategy HELVETAS Swiss intercooperation

Use of competences, means and assets

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

Culturally sensitive behaviour

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

Contracted parties, their employees and subcontractors must respect local norms and conventions in contacts with authorities, partners and local people. They must respect the customs and culture of the country of cooperation in appearance and manner of dress, behaviour and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behaviour, insulting or accusing statements, or spreading rumours.

Inter-personal relations and professional conduct

Contracted parties, their employees and subcontractors must have respectful, fair and equitable relations with all persons irrespective of their age, origin, language, religion, culture, social position, physical ability or sexual orientation.

They are aware of their privileged and often powerful status vis-à-vis other actors and must refrain from abusing any hierarchical, material, or social position in any way.

They never request any service or favour from primary stakeholders or other persons of concern in return for support or protection. They never engage in any exploitative relationships – sexual, emotional, financial or employment-related – with primary stakeholders or other persons of concern.

They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.

Protection of children and youth

Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child.³

Mobbing and sexual harassment

Contracted parties, their employees and subcontractors abstain from mobbing⁴, sexual or sexist harassment⁵ of colleagues, partners or any other person.

ii. ³ <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

iii. ⁴ **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

iv. ⁵ **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

Conflict of Interest and duty of disclosure

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

Fraud and corruption and accepting gifts or other benefits

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

They do not accept gifts, invitations or other favours that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement.

Contracted parties must inform HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.

Safety, Security & Health

Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation.

Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.

Environmental and Social Safeguarding

Contracted parties, their employees and subcontractors are expected to wherever possible support a precautionary approach to environmental matters and undertake efforts to safeguard natural resources.

Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability.

Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.

Public appearances and use of non-public information

Contracted parties handle all information received in relation with the contract with the necessary discretion, never using it to the detriment of HELVETAS or beneficiaries including after termination of the contract.

Persons working for contracted parties should not provide aforesaid information to the media, policy makers and donors or the public, without an explicit assignment to do so.

In public communication they must provide explicit reference to the sources of the information/experiences.

They must refrain from making accusations, provocative statements or spreading rumours. They give due consideration to their cooperation with HELVETAS and to its interests in their communications, particularly via the internet or social media

advances; making advances together with promises or threats of advantages or disadvantages at work.

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 whistleblower. The policy is publicly available on HELVETAS' website and the specified contacts are accessible for anyone.

Consequences of a violation of this Code of Conduct

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

Final Remarks

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

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

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

Read and agreed

Name of the contracted party:

Name of signatory of contracted party:

Place and date:

Signature: