

**BIDDING DOCUMENT**

**FOR**

**THE PROCUREMENT**

**OF**

**HOTEL SERVICES**

**Contract ID No.: SaMi/0..../2023**

**Issued by**  
**Safer Migration (SaMi) Program**  
Programme Support Unit (PSU)  
Lalitpur-3, Dhobighat, Lalitpur

**December 2022**

## Abbreviations

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



## Table of Contents

	Page No.
1. INVITATION FOR BID (IFB)	4
2. INSTRUCTIONS TO BIDDERS (ITB)	5
3. BID DATA SHEET (BDS)	9
4. EVALUATION AND QUALIFICATION CRITERIA (EQC)	10
5. BID FORM AND PRICE SCHEDULE	11
6. SCHEDULE OF REQUIRMENTS (SOR)	18
7. SPECIFICATIONS & QUALITY ASSURANCE	19
8. GENERAL CONDITIONS OF CONTRACT (GCC)	20
9. SPECIAL CONDITIONS OF CONTRACT (SCC)	27
10. SAMPLE FORMS AND FORMATS	28
11. ANNEX-I	31



---

## 1. INVITATION FOR BID (IFB)

---

### INVITATION FOR BID

#### Invitation for BID for Hotel Service to Conduct Orientation/Training/Meetings

**Date of first publication: 1 December 2022**

Safer Migration (SaMi) Program is a bilateral initiative between the Government of Nepal and the Government of Switzerland. It is implemented by the Ministry of Labor, Employment and Social Security and 156 participating local governments. Helvetas Nepal provides technical assistance to the program on behalf of the Swiss Agency for Development and Cooperation (SDC).

SaMi intends to call for sealed bid from the eligible Hotels to provide hospitality service for residential/non-residential orientation/training/meetings/workshops.

1. Request for standard bidding document is made available at:  
<https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>
2. Interested hotel must fulfil the minimum requirements listed in the **bidding document**.
3. Sealed bid must be submitted latest by 15 December 2022 **before 5 PM to SaMi / Helvetas Nepal at Butwal office**.

Acceptance or rejection of bid and award of the contract or cancellation of process shall remain within the jurisdiction of SaMi/Helvetas Nepal. This procurement process shall be according to SaMi/Helvetas Nepal procurement guidelines.

#### **Safer Migration Program (SaMi)/Helvetas Nepal**

Lalitpur-3, Dhobighat, Lalitpur  
G.P.O. Box – 688, Kathmandu, Nepal  
Telephone: +977-1-54 21 063, 54 37 148  
Email: [sami.np@helvetas.org](mailto:sami.np@helvetas.org)



## 2. INSTRUCTIONS TO BIDDERS (ITB)

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

<b>9. Language of Bids:</b>	9.1 All correspondence and documents relating to the Bids shall be written in English or in Nepali language.
<b>10. Alternative Bids</b>	10.1 Alternative place of submission of bids shall not be considered.
<b>11. Bidding price:</b>	<p>11.1 All duties, taxes/transportation/loading/offloading/insurance and other levies payable by the bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the bidder.</p> <p>11.2 Price quoted by the bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account</p> <p>11.3 Bids and quoted rates shall remain valid for the period specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p> <p>11.4 If the purchaser determines the quoted rates of Bill of Quantity or price schedule items by supplier are deviated unevenly leads to rejection of such bids as a nonresponsive.</p>
<b>12. Unbalanced or Front/back-loaded bid</b>	<p>12.1 If the purchaser found the item rates of the substantially lowest evaluated bid is seriously unbalanced or front-loaded or backloaded; may require the bidder to produce detailed price analysis for all items listed in price schedule of the bid document to demonstrate the price consistency of those rates with the authorized sources of the same.</p> <p>12.2 After the verification and assurance of the information and details of price analysis presented by the bidder, purchaser may accept or reject the bid.</p>
<b>13. Currencies of Bid</b>	13.1 All prices shall be quoted in Nepalese Rupees.
<b>14. Period of validity Bids:</b>	14.1 Bid shall remain valid for a period specified in the BDS after the bid submission deadline date prescribed by the purchaser.
<b>15. Bid Security:</b>	<p>15.1 Bid security should be in a form of bank guarantee issued by A class commercial bank in favour of purchaser which is convertible into cash in Nepal without any condition (unconditional) as specified in BDS.</p> <p>15.2 The bid security shall be returned upon request to unsuccessful bidder as soon as possible after formal contract signing.</p>
<b>16. Preparation of bid and submission</b>	<p>16.1 The compiled and completed bid shall be sign and put bidder's stamp on mandatory documents and price schedule.</p> <p>16.2 The sealed envelope as per ITB 16.1 must reach within the deadline to purchaser's address specified in the BDS complying method of submission in the BDS. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed bids.</p>
<b>17. Deadline for Submission of Bids:</b>	<p>17.1 Bidding documents shall be sent to the Purchaser at the address no later than the time and date specified in the Bid Data Sheet (BDS).</p> <p>17.2 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the bidder.</p> <p>17.3 Bidding document once submitted shall not be withdrawn or modified.</p> <p>17.4 If the last date of purchasing, submission, and opening falls on a Helvetas Nepal holiday then the next working day shall be considered the last day.</p>

<b>18. Bid Opening:</b>	<p>18.1 The Purchaser shall open the bids in the presence of the bidders' representatives who choose to attend at the time and in the place as specified in the Bid Data Sheet (BDS).</p> <p>18.2 The Purchaser shall prepare minutes of the opening including the information disclosed to those present.</p>
<b>19. Process to be Confidential:</b>	<p>19.1 Information relating to the evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons with such process until the award to the successful bidder has been announced.</p> <p>19.2 Any efforts by the bidder to influence the Purchaser in the Bid evaluation, comparison, contract award decisions may result in rejection of bidder's Bids.</p>
<b>20. Evaluation criteria:</b>	<p>20.1 The purchaser shall evaluate the bid in accordance with set criteria as specified in the evaluation and qualification criteria (EQC).</p>
<b>21. Evaluation and Comparison of bids:</b>	<p>21.1 In evaluating the bids, the Purchaser shall determine for each bid the evaluated bid price by adjusting any corrections for errors. Bids shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <p>21.2 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.</p> <p>21.3 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.</p> <p>21.4 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.</p> <p>21.5 If the purchaser determines the quoted rates of BoQ/price schedule items by supplier are deviated unevenly leads to rejection of such bids.</p> <p>21.6 While quoting rates, the bidder shall not be allowed to use correcting fluid or other erasing materials; neither the bidder shall be allowed to overwrite the quoted rates. It may result to rejection of the bid document. In case of mistakes in rates, the bidder is to simply cross the rates and shall re-write the rates and shall bear the initials of authorized signatories and company/firm's stamp.</p>
<b>22. Notification of Award and Signing of Agreement:</b>	<p>22.1 The purchaser shall award the contract to the bid who is lowest evaluated substantially responsive bid.</p> <p>22.2 The successful bidder shall deliver the performance security (as specified in SCC) within 7 days of receipt of the notification award letter and sign the contract.</p> <p>22.3 If the successful bidder fails to deliver the Performance Security and sign the contract within specified time, the purchaser holds right to award the contract to next lowest evaluated substantially responsive bid or decide as per purchaser's convenience.</p>
<b>23. Goods Delivery or completion:</b>	<p>23.1 The bidders should make delivery of goods/services in place and time as per clause 6.1 of the bid document under Schedule of Requirement (SoR).</p> <p>23.2 All the delivered goods/services must comply the quality and specification mentioned in the specification section of this bid document. The supplier must ensure the proper packing and safeguarding from damage of goods during supply.</p>

<b>24. Payment:</b>	24.1 Payment will be made upon delivery of goods/services along with the valid tax invoice and successful completion evidence.
<b>25. Format and signing of bids:</b>	25.1 The Bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
<b>26. Joint Venture</b>	26.1 Joint venture (JV) bids shall not be considered.
<b>27. Purchaser's Right to Accept or Reject</b>	27.1 The Purchaser reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders.
<b>28. Confusing Specification</b>	28.1 If the parameters of the specification are confused, manufacturer's or concerned authority's certificate (origin of certificate) will prevail.
<b>29. National product</b>	29.1 We encourage/promote national products if equally qualified with the international product.
<b>30. Variation order</b>	30.1 Purchaser may modify its order with prior notice as stated in BDS.
<b>31. Venue</b>	31.1 31.1 Propose venue for the event should be inside Butwal or Bhairahawa

  
  
 Safer Migration Project

### 3. BID DATA SHEET (BDS)

ITB 1	<p>The scope of Hotel Services is: <b>Provision of accommodation, food, conference room and related other services.</b></p> <p>The Purchaser: <b>SaMi/Helvetas Nepal</b></p> <p><b>Contract ID: SaMi/.....2022/2023</b></p>
ITB 4	Not applicable
ITB 11.3	Bids and quoted rates remains valid for 60 days calendar days after the bid submission deadline for contract decisions
ITB 14	<p>Purchaser intends to award for additional quantities through this process till 15 July 2023. So, bid validity should be the same as above otherwise vendor should inform in advance of 30 days in writing.</p> <p><i>(It can be extended for further period if both parties are agreed.)</i></p>
ITB 15	Not applicable
ITB 16	<p>Purchaser address of bid submission in a form of hard copy at following:</p> <p>Safer Migration (SaMi) Program Provincial Office Lubmini, Karnali, Sudupachhim Butwal Sub-Metropolitan City – 11, Horizon Chowk, New Namaste Path Tel: +977-71-438489</p> <p><b>Method of bid submission:</b> The bidder must submit the sealed bid in Hard copy (only sealed hard copy envelope is accepted)</p>
ITB 17	<p><b>The deadline for bid submission is:</b></p> <p>Place: Butwal Sub-Metropolitan City – 11, Horizon Chowk, New Namaste Path Tel: +977-71-438489</p> <p>Date: 15 December 2022, Thursday</p> <p>Time: before or on 5 PM</p>
ITB 18	<p>The bid opening shall take place at:</p> <p>Butwal Sub-Metropolitan City – 11, Horizon Chowk, New Namaste Path Tel: +977-71-438489</p> <p>Date: 16 December 2022, Friday</p> <p>Time: 10 AM</p> <p>The Purchaser shall open the bids in the presence of the bidders' representatives who choose to attend at the time and in the place.</p>
ITB 30	Additional order will be placed as per the requirement of purchaser maximum limit upto original contract price.

#### 4. EVALUATION AND QUALIFICATION CRITERIA (EQC)

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

SN	Particulars	Requirements
1	Copy of valid firm/company registration certificate	Mandatory
2	Copy of VAT registration certificates	Mandatory
3	Copy of tax clearance certificate for the fiscal year <b>2078/079</b>	Mandatory or time extension with previous
4	Self-declaration letter of not being blacklisted by Government of Nepal.	Mandatory
5	Experience on similar services at least 3 years and experience letter of 3 events should be submitted	Mandatory
6	Completed price schedule	Mandatory
7	Has been properly signed by the authorized person as per ITB 16.1	Mandatory
8	Event venue location in Butwal or Bhairahawa	Mandatory
9	Use of correction fluid/overwrite. (if yes, authorized signature and stamp is compulsory)	Mandatory
10	Pre-contract assurance: Physical infrastructure verification as per Hotel classification certificate (optional) and proposal of physical infrastructure	Mandatory
12	Affiliation of HAN	Mandatory



---

## 5. BID FORM AND PRICE SCHEDULE

---

### 5.1 QUOTATION AND PRICE SCHEDULES

Date:.....

To: **SaMi/Helvetas Nepal**

Dear Sir/Madam,

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

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

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

We understand that this sealed bid, together with your written acceptance thereof included in your notification of award, 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 sealed bid or any other sealed bid that you may receive.**

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

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

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



## 5.2 BIDDER'S INFORMATION FORM

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

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



## 5.2 PHOTOGRAPHS OF PHYSICAL INFRASTRUCTURE

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

S	Infrastructure	Specification (size, area etc)	Quantity	Photo attached or not
1	Room			
2	Conference hall			
3	Dinning			
4	Kitchen			
5	Bathroom			
6	Star rated by HAN			

**NOTE: VENUE VERIFICATION WILL DONE AS PER THE DETAIL MENTIONED ABOVE.**



### 5.3 PRICE SCHEDULE:

#### 5.3.1 Province Name:

### Price Schedule (Full board)

SN	Packages	Food requirement	Room Type	Rate (NRs.)	
				In figure	In words
1	Full board package (Single Occupancy) including Breakfast, buffet lunch, tea/coffee with cookies, buffet dinner and Bed	<b>Breakfast:</b> Puri/paratha, jeri, seasonal mixed veg (with appropriate portion of veg.), fresh mixed fruits, curd ( <b>Indian or continental or American alternatively</b> ) <b>Buffet Lunch:</b> Plain rice, roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd, with non-veg ( <b>fish or chicken or mutton alternatively</b> ) and Desert with drinking water <b>Tea/Coffee:</b> 2 times tea/coffee with cookies/pakoda <b>Buffet dinner:</b> Plain rice, roti, dal, seasonal mixed veg (with appropriate portion of veg.), saag, pickle, fresh salad, papad, curd with drinking water	<b>Room with AC</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
			<b>Room without AC</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
2	Full board package (Double Occupancy) including Breakfast, buffet lunch, tea/coffee with cookies, buffet dinner and Bed	<b>Breakfast:</b> Puri/paratha, jeri, seasonal mixed veg (with appropriate portion of veg.), fresh mixed fruits, curd ( <b>Indian or continental or American alternatively</b> ) <b>Buffet Lunch:</b> Plain rice, roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd, with nonveg ( <b>fish or chicken or mutton alternatively</b> ) and Desert with drinking water <b>Tea/Coffee:</b> 2 times tea/coffee with cookies/pakoda <b>Buffet dinner:</b> Plain rice, roti, dal, seasonal mixed veg (with	<b>Room with AC</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
			<b>Room without AC</b> (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		

		appropriate portion of veg.), saag, pickle, fresh salad, papad, curd with drinking water			
--	--	--	--	--	--

**Note:**

- (1) The quote price must include corresponding room type, bed type and the items of food as mentioned above.
- (2) Quoted rate should be excluding hotel service charge and prevailing VAT.
- (3) the measurement of unit for the quantity will be in occupancy (single or double whichever is relevant)

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

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



## Price schedule (Semi board)

SN	Packages	Food requirement	Room Type	Rate (NRs.)	
				In figure	In words
1	Semi Package (Single Occupancy) including Buffet dinner and Bed	<b>Buffet dinner:</b> Plain rice, roti, dal, seasonal mixed veg (with appropriate portion of veg.), saag, pickle, fresh salad, papad, curd with drinking water	Room with AC (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
			Room without AC (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
2	Semi Package (Double Occupancy) including Buffet dinner and Bed	<b>Buffet dinner:</b> Plain rice, roti, dal, seasonal mixed veg (with appropriate portion of veg.), saag, pickle, fresh salad, papad, curd with drinking water	Room with AC (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		
			Room without AC (Bed: Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.)		


  
**SaMi**
  
 Safer Migration Project

**Note:**

- (1) The quote price must include corresponding room type, bed type and the items of food as mentioned above.
- (2) Quoted rate should be excluding hotel service charge and prevailing VAT.
- (3) the measurement of unit for the quantity will be in occupancy (single or double whichever is relevant)

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

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



## 6. SCHEDULE OF REQUIRMENTS (SOR)

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

### 6.1 DELIVERY PLACE AND SCHEDULE

The Programme will place the order on lot basis and the service shall be in the following manner:

Sn	Name of Schemes	Tentative Date	Tentative No. of Participant	Intended area
1	RV capacity building Training (2 event, 30 pax per event)	December	50 pax	Inside Butwal and Bhairahawa
2	Province team (PC, FLCC, PSS, POs) review and planning meeting (2 event, 20 pax per event)	December	40 pax	
3	MRC counselor Refresher training (1 event)	January	25 pax	
4	Financial management training to SaMi FP and accountant (2 event, 50 pax per event)	March	80 pax	
5	Support for provincial level network of migration rights network at province level	April	28 pax	
6	AOB....	As per need		



## 7. SPECIFICATIONS & QUALITY ASSURANCE

### 7.1 QUALITY OF HOTEL SERVICES

The materials supplied and used in the works shall comply with the requirements of these Specifications. The materials/goods shall be manufactured, handled and used skillfully to ensure completed works to comply with the contract.

### TECHNICAL SPECIFICATION

SN	Particular	Unit	Specification	Remarks
1	Accommodation			
1.1	Room with AC		Well functioning Air conditioner, Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.	
1.2	Room without AC		Clean, hygienic, comfortable sleeping mattress, pillow and blankets with necessary mosquito repellent and drinking water. Clean attached bathroom with free flow water.	
2	Food			
2.1	Breakfast		Puri/paratha, jeri, seasonal mixed veg (with appropriate portion of veg.), fresh mixed fruits, curd ( <b>Indian or continental or American alternatively</b> )	
2.2	Buffet Lunch		Plain rice, roti, dal, seasonal mixed veg, saag, pickle, fresh salad, papad, curd, with nonveg ( <b>fish or chicken or mutton alternatively</b> ) and Desert with drinking water	
2.3	Buffet Dinner		Plain rice, roti, dal, seasonal mixed veg (with appropriate portion of veg.), saag, pickle, fresh salad, papad, curc with drinking water	
2.4	Tea and coffee		2 times tea/coffee with cookies/pakoda	
3	Conference hall		An average 40 number of pax should be accommodate	
4	Related services		Full functioned sound system, Internet, drinking water hot/cold	

## 8. GENERAL CONDITIONS OF CONTRACT (GCC)

<p><b>1. Definitions</b></p>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a. "The Contract" means the agreement entered between the Purchaser and the Supplier and signed by both the parties and it includes all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation.</li> <li>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.</li> <li>d. "The Services" means the works described in the Terms of References to be performed by the supplier including modification, alteration, and additions of works and other obligations of the supplier covered under the Contract.</li> <li>e. "The Purchaser" means the procuring entity purchasing the goods.</li> <li>f. "The Supplier" means the organization supplying the goods and services under this contract.</li> <li>g. "Engineer" or "The purchaser's representative" means the engineer appointed by the purchaser from time to time for inspection/supervision of goods and services.</li> <li>h. "The Delivery Site" means the place or places where delivery of the goods is to be made. It is also to be referred as "destination point".</li> <li>i. "Terms of Reference" means the schedule of works and duties, defined by the bidding document and to be executed by the supplier under this contract.</li> </ul>
<p><b>2. Application</b></p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.</p>
<p><b>3. Standards</b></p>	<p>3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the <b><u>Technical Specifications</u></b>,</p> <p>3.2 Wherever reference is made in the <b><u>Technical Specifications</u></b> to specific standards and codes to be complied with, the specified standards and codes shall apply and the provisions of the latest edition or revision of the standards or codes shall apply only with the pre-consent of the Purchaser.</p>
<p><b>4. Use of Contract Documents and Information</b></p>	<p>4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, patten, sample, or information furnished by or on behalf of the Purchaser to any person other than a person employed</p>

	<p>by the Supplier for performing the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.</p> <p>4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so, required by the Purchaser.</p>
<b>5. Patent Rights</b>	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
<b>6. Inspections and Tests</b>	<p>6.1 The Purchaser or its Representative shall have the right to inspect and/or to test the goods at its own costs. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.</p> <p>6.2 The Inspections and tests can be conducted on the premises of the Supplier or its sub-Supplier(s) and/or at the Goods' destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>6.3 Any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements, free of cost to the Purchaser.</p> <p>6.4 Nothing in GCC shall in any way release the Supplier from any warranty or other obligations under this Contract.</p> <p>6.5 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods in case the goods conform to the specifications and drawings.</p>
<b>7. Packing</b>	<p>7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at all points in transit.</p> <p>7.2 The packing, marking and documentation inside and outside the packages shall comply strictly with such special requirements as delineated instructed by the Purchaser.</p>
<b>8. Insurance</b>	The goods supplied under this Contract shall be fully insured against loss or damage incidental to manufacture or acquisition,

	transportation, storage, and delivery Such insurance shall be arranged and paid for by the supplier.
<b>9. Transportation</b>	<p>9.1 The Supplier shall be required to meet all transport and storage expenses until delivery of goods and service under this contract.</p> <p>9.2 Transportation of the goods after delivery at the destination point shall be the responsibility of the Purchaser</p>
<b>10. Incidental Services</b>	The Supplier may be required to provide incidental services, including additional services, if any.
<b>11. Warranty</b>	<p>11.1 The Supplier warrants that the Goods supplied under the Contract are new and unused. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier.</p> <p>11.2 The warranty shall remain valid for (12) months after the delivery of the goods at the destination point indicated in the Contract to the satisfaction of the Purchaser.</p> <p>In case any defect is observed or found in the goods at the site, the supplier shall be liable to bring back the defective goods and shall replace them with proper ones at his/her own costs.</p> <p>11.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>11.4 Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>11.5 If the Supplier, having been notified, fails to take remedial action within fifteen (15) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<b>12. Payment and Taxes</b>	<p>12.1 After acceptance of the goods by the purchaser and their delivery at the destination point, payments shall be made by the Purchaser, within 15 days. The full and final payment shall be made only after completion of delivery. The purchaser may consider part payment based on delivery upon request of the supplier and if deemed essential on mutual understanding.</p> <p>12.2 All taxes applicable shall be for the Supplier's account.</p> <p>12.3 VAT shall be explicitly mentioned on the invoice and shall be for the Purchaser's account.</p>
<b>13. Prices</b>	13.1 Prices charged by the Supplier for goods under the Contract shall not vary from the prices quoted by the Supplier in its bid.
<b>14. Order Placement</b>	<p>14.1 The Purchaser may place the order at any time on lot basis in a written form to the suppliers.</p> <p>14.2 Actual contract size, quantity, duration etc. can be done in accordance with clauses of contract (refer SCC).</p> <p>14.3 The order size will be confirmed at the time of order placement. (refer SCC).</p>

	14.4 Variation order: the purchaser can place order for additional services/quantity within same rate and validity period under this agreement if required. Further provision of Variation Order will be as per SCC.
<b>15. Contract Amendments</b>	15.1 Duration of contract may be extended by mutual understanding without affecting the agreed quality and cost. 15.2 Price validity of original contract may be extended by mutual understanding of contracting parties.
<b>16. Assignment</b>	The Supplier shall not assign to a third party, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
<b>17. Subcontracts</b>	The Goods/Services shall be fully supplied/performed by the Supplier and shall strictly abstain from sub-contracting in whole or any portion of the goods/services to any other supplier other than other than the partners mentioned in Bid Form.
<b>18. Delays in the Supplier's Performance</b>	18.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the <b><u>Schedule of Requirement</u></b> . 18.2 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: imposition of liquidated damages, termination of the Contract and /or disqualification up to a period of two years. 18.3 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages.
<b>19. Liquidated Damages</b>	If the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.25% of the contract price of the delayed goods for each day of delay until actual delivery, up to a maximum deduction of (10%) percent of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract.
<b>20. Termination for Default</b>	20.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part: a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; or b) if the Supplier fails to perform any other obligation(s) under the Contract; or

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

	<p>to it. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>23.2 The Goods that are complete and ready for delivery within 15 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers.</p>
<b>24. Resolution of Disputes</b>	<p>24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>24.2 If, after twenty-eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.</p>
<b>25. Governing Language</b>	<p>The Contract shall be written in the English language. The English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties may be written in Nepali and/or English language.</p>
<b>26. Applicable Law</b>	<p>The Contract shall be interpreted in accordance with the laws of Nepal.</p>
<b>27. Notices</b>	<p>27.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing and confirmed in writing to the other party's address. Notice sent by facsimile or by email does not need confirmation of the receiver.</p> <p>27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>28. Taxes and Duties</b>	<p>The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination point.</p>
<b>29. Corruption</b>	<p>The Suppliers shall adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. A "corrupt practice" refers to the offering, giving, receiving or soliciting (directly or indirectly) of anything of value to improperly influence the actions of another person. Corruption in the procurement process generally involves a fraudulent act such as bribery or a kickback. Contractually supplier shall declare that they are not engaged in corrupt practices; they must</p>

	disclose any situation that may appear to be a conflict of interest. Helvetas Nepal has a "zero tolerance" policy regarding acceptance of gifts or hospitality; and there are restrictions on employment of former Helvetas Nepal staff members.
<b>30. Blacklist</b>	The purchaser cannot continue the contract with the firm/company as and when blacklisted by the Government of Nepal to the limitation of blacklisting decision.
<b>31. Performance Security</b>	The performance security in a form of bank guarantee should be furnished by vendor/service provider in accordance with SCC.


  
 SAM
   
 Safer Migration Project

## 9. SPECIAL CONDITIONS OF CONTRACT (SCC)

This SCC is a integral part of the Agreement

Clause	Item
GCC 1.1 (e)	The Purchaser is: SaMi/Helvetas Nepal
GCC 12	The terms of payment to be made to the Supplier under the contract shall be as follows: <b>1. The payment shall be made:</b> <b>(a)</b> through a/c payee cheque or online bank transfer from account division/unit of the Purchaser after successful completion of the contract.
GCC 14.4	Variation order: variation order should not exceed the volume of original contract, the rate of the items not specified in bid price schedule should be determined based on authentic or any government rate or market survey upon mutual understanding of contracting parties.
GCC 31	Performance guarantee shall be in the following: <ul style="list-style-type: none"><li>• The bidder should furnish the performance guarantee in a form of bank guarantee from A-class commercial bank approved by Nepal Rastra Bank.</li><li>• The amount of performance guarantee is 5% of the total contract price (Format given in forms and formats)</li><li>• Performance will be assessed on the basis of quality of service and time committed by the bidder. Performance guarantee will be forfeited in case of negligence of service quality and time factor.</li></ul>



## 10. SAMPLE FORMS AND FORMATS

### 10.1 CONTRACT AGREEMENT

THIS AGREEMENT made on the ..... day of ..... 2022 between **M/s SaMi/Helvetas Nepal** (hereinafter "the Purchaser"), of the one part, and **M/s Bidder of .....**, Nepal (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz **Hotel services (accommodation, food, conference hall etc)** and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs. .... [in words .....] (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of Acceptance;
  - (b) the Bid form and the Price Schedule submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of requirement; and
  - (f) any other documents shall be added here.

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

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

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

**On behalf of purchaser**

Signature:  
Name:  
Designation:  
Date:  
Seal:

**Witness,**

Signature:  
Name:

**On behalf of the Supplier**

Signature:  
Name:  
Designation:  
Date:  
Seal:

Signature:  
Name:

**10.2 LETTER OF ACCEPTANCE**

[on letterhead paper of the Purchaser]

Date.....

To: Name and address of the Supplier

Subject: Notification of Award

This is to notify that your sealed bid related to bid notice dated ..... 2022 for Hotel service ..... for the Contract price of Nepalese Rupees ..... (in words: ..... only) has been accepted by us in accordance with the Instruction to bidders.

You are hereby informed to contact this office for formal contract agreement latest by ..... 2022 before 5:00 PM accompanying an unconditional performance security of NRs. .... (in words: ..... only) from a "A" class commercial bank specified by Nepal Rastra Bank in favour of purchaser. The validity of performance security must be **180 days**. As per the Conditions of Contract, you are also required to submit performance guarantee, as specified in the format included in the Bidding Document.

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

Authorized Signature: .....

Name and Title of Signatory:



10.3 PERFORMANCE SECURITY

Bank's letter head

Date: [insert date]

Beneficiary: **SaMi/Helvetas Nepal**  
Dhobighat-3, Lalitpur

Date: .....

Performance Guarantee No.:

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

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

At the request of the consultant, 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 consultant 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)



---

## 11. ANNEX-I :

---

### Helvetas Code of Conduct for Contracted Parties

#### 1. Scope of this Code of Conduct

HELVETAS Swiss Intercooperation (hereinafter HELVETAS) is a civil society organisation for development and humanitarian response. We strive to empower people, so they can determine the course of their lives in dignity and security, using environmental resources in a sustainable manner. Our work is guided by the following values<sup>1</sup>:

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

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

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

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

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

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

---

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

## 2. The Components of the Code of Conduct

<b>Loyalty and confidentiality and civic duty</b>	The actions of contracted parties in the frame of the collaboration with HELVETAS must be consistent with the goals, the values and principles of HELVETAS as expressed in its mission statement and organisational strategy. Contracted parties are expected to regularly reflect upon own actions and behaviour and those of subcontractors. Contracted parties, their employees and subcontractors commit to abide by the national laws, as citizen or resident of a specific country or as a short-term visitor.
<b>Use of competences, means and assets</b>	Contracted parties, their employees and subcontractors contribute with their competences and capacities to the objectives of the collaboration. They commit to make use of available means and assets effectively and efficiently, according to legal stipulations, internal regulations, contractual agreements and in conformity with project goals.
<b>Culturally sensitive behaviour</b>	Contracted parties, their employees and subcontractors are aware that even as private persons, they are subject to public interest. They must consider this in behaviour and statements. Contracted parties, their employees and subcontractors must respect local norms and conventions in contacts with authorities, partners and local people. They must respect the customs and culture of the country of cooperation in appearance and manner of dress, behaviour and communication. They must respect the customs and culture of the country, avoiding indecent or offensive behaviour, insulting or accusing statements, or spreading rumours.
<b>Inter-personal relations and professional conduct</b>	Contracted parties, their employees and subcontractors must have respectful, fair and equitable relations with all persons irrespective of their age, origin, language, religion, culture, social position, physical ability or sexual orientation. They are aware of their privileged and often powerful status vis-à-vis other actors and must refrain from abusing any hierarchical, material, or social position in any way. They never request any service or favour from primary stakeholders or other persons of concern in return for support or protection. They never engage in any exploitative relationships – sexual, emotional, financial or employment-related – with primary stakeholders or other persons of concern. They must refrain from any form of disrespectful social interaction and abstain from anything that could be interpreted as degrading or putting others down.
<b>Protection of children and youth</b>	Contracted parties, their employees and subcontractors commit to protect the rights and integrity of children and youth and must refrain from all forms of abuse towards them in accordance with the universal Convention on the Rights of the Child. <sup>2</sup>
<b>Mobbing and sexual harassment</b>	Contracted parties, their employees and subcontractors abstain from mobbing <sup>3</sup> , sexual or sexist harassment <sup>4</sup> of colleagues, partners or any other person.

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

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

<sup>4</sup> **Sexual or sexist harassment** is an action with sexual reference or undertones unwelcome to the person addressed. Sexual or sexist harassment can be expressed in the following ways: suggestive remarks; remarks about physical advantages or weaknesses or about sexual orientation; sexist talk and jokes in any form of verbal, written or non-verbal communication;

<b>Conflict of Interest and duty of disclosure</b>	Contracted parties, their employees and subcontractors are aware that professional interests can conflict with organisational or personal interests. Therefore, they must make own interests transparent and avoid any behaviour which could be perceived as biased in favour own interests.
<b>Fraud and corruption and accepting gifts or other benefits</b>	Contracted parties, their employees and subcontractors must be honest in all professional activities, avoiding and countering any kind of corruption. They abstain from abusing financial, material and intellectual assets to which they have access in relation with the HELVETAS mandate for personal gains or for third parties. They do not accept gifts, invitations or other favours that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement. Contracted parties must inform HELVETAS if confronted with corrupt practices or unethical promises by collaborators, partners organization, consultants, officials or others. The applicable reporting mechanisms are specified in chapter 3 of this Code of Conduct.
<b>Safety, Security &amp; Health</b>	Contracted parties undertake to safeguard the personal safety, health and integrity of their employees and refrain from putting others in a dangerous situation. Contracted parties, their employees and subcontractors must respect the physical and mental integrity of their colleagues and others.
<b>Environmental and Social Safeguarding</b>	Contracted parties, their employees and subcontractors are expected to wherever possible support a precautionary approach to environmental matters and undertake efforts to safeguard natural resources. Contracted parties must promote good governance principles, namely participation, inclusion, integrity, effectiveness, transparency, rule of law, and accountability. Contracted parties, their employees and subcontractors must ensure that their professional actions and their motivations are understood and transparent.
<b>Public appearances and use of non-public information</b>	Contracted parties handle all information received in relation with the contract with the necessary discretion, never using it to the detriment of HELVETAS or beneficiaries including after termination of the contract. Persons working for contracted parties should not provide aforesaid information to the media, policy makers and donors or the public, without an explicit assignment to do so. In public communication they must provide explicit reference to the sources of the information/experiences. They must refrain from making accusations, provocative statements or spreading rumours. They give due consideration to their cooperation with HELVETAS and to its interests in their communications, particularly via the internet or social media

### 3. Reporting mechanism of a violation of the Code of Conduct and Whistleblowing

Any person working for a contracted party of HELVETAS who feels under pressure to act in a way that runs counter to this Code of Conduct, or who witnesses violations of the same, must inform either the management of the contracted party and/or HELVETAS. The contracted party is obliged to share the reported cases and action taken with HELVETAS.

---

sharing suggestive material over email or social media; ambiguous invitations; making bodily advances; making advances together with promises or threats of advantages or disadvantages at work.

The whistleblowing policy (e.g. whistle-blower protection) of HELVETAS applies to all employees worldwide and to persons working for contracted parties. All concerns will be treated confidentially, and every effort will be made not to reveal the identity of the whistle-blower. The policy is publicly available on HELVETAS' website and the specified contacts are accessible for anyone.

**4. Consequences of a violation of this Code of Conduct**

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

**5. Final Remarks**

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

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

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

Read and agreed

Name of the contracted party: .....

Name of signatory of contracted party:.....

Place and date .....

Signature:

