



REQUEST FOR PROPOSAL

SELECTION OF CONSULTANT
FOR
THIRD PARTY INSPECTION SERVICE
OF

TRAIL BRIDGE MATERIALS
(STEEL WIRE ROPES, BULLDOG GRIPS ETC.)





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Section-1: Letter of Invitation







REQUEST FOR PROPOSAL

Date of first publication: 9 June 2022

The Trail Bridge Sub-Sector Programme (TBSSP) is a Priority 1 programme of the Government of Nepal. Swiss Agency for Development and Cooperation (SDC) has been providing technical assistance and material support through Helvetas Nepal/Trail Bridge Support Unit (TBSU) for implementation of the programme. Currently, over 9,000 trail bridges have been constructed throughout Nepal, the majority through Swiss assistance. In this endeavor, Helvetas Nepal is seeking consultancy services of Third-Party Inspection (TPI). The objective of the TPI is to Inspect / Test and provide Quality Certification of the Steel Wire Ropes procured by the Government of Nepal as well as Helvetas Nepal as a part of the technical assistance.

- 1. Proposals are invited from eligible Engineering/Consulting Firms for providing consultancy services for conducting Third Party Inspection and Quality Certification of Steel Wire Ropes procured from abroad through international bidding.
- 2. A complete set of RFP document is made available through https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements
- Proposal in hard copy must be submitted at the following address latest by 2PM on 22 June 2022.

The Country Director
Helvetas Nepal
Bakhundole-3, Lalitpur
G.P.O. Box - 688, Kathmandu, Nepal, M8M6+7Q
Phone: +977 1 5424925/26; Email: co.np.@helvetas.org

- 4. The proposals shall be opened on 22 June 2022 at 3PM at Helvetas Nepal, Bakhundole, Lalitpur in presence of bidder/representative who choose to attend.
- 5. TBSU/Helvetas Nepal reserves the right to accept or reject proposals wholly or partly without giving any reason whatsoever.



Section-2: Instructions to Consultants (ITC) and Data Sheet

A. General Provision

A.	General Provision		
1.	Definitions	(a).	"Applicable Guidelines" means the policies, guidelines, manuals of the client governing the selection and Contract award process/decision.
		(b).	"Applicable Law" means the laws and any other instruments having the force of law in the territory of Nepal as they may be issued and in force from time to time by the government.
		(c).	"Client" means the procuring entity mentioned in Data Sheet as name of the client that signs the Contract for the Services with the selected Consultant.
		(d).	"Consultant" means a legally established non- government organization providing expert services in technical field that provides the Services to the Client under the Contract.
		(e).	"Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the annexes.
		(f).	"Data Sheet" means an integral part of the Instructions to Consultants (ITC) under Section-2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
		(g).	"Day" means a calendar day.
		(h).	"Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
		(i).	"ITC" (this is Section 2 of the RFP) means the Instructions to Consultants that provides the interested and eligible Consultants with all information needed to prepare their Proposals.
		(j).	"Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
		(k).	"RFP" means the Request for Proposals prepared by the Client for the selection of consultants.
L.		(I).	"Services" means the work to be performed by the Consultant pursuant to the Contract.
		(m).	"ToRs" (this is Section 3 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.



2.	Introduction	The Client named in the Data Sheet intends to select Consultant from eligible and interested consulting firms/service providers.				
3.	Conflict of Interest	The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.				
		The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. In the following situation it is declare as conflict of interest.				
		 a. If board member of the consultant is engaging in more than one bidder/proposer under for this selection process. 				
		b. If board member of the consultant is currently punished as criminal by law of Nepal.				
		c. If consultant has close business or family relationship with a professional staff of the client.				
4.	Eligibility criteria	Consultant must submit the following legal documents alongwith proposal:				
		a. Authorization letter to represent the organization for this RFP (Format given in Section-7)				
		b. Firm Registration Certificate				
		c. PAN and VAT Certificate				
		d. Tax clearance certificate of FY-2077/78				
		e. Audit Report of 2075/076,0276/077, 2077/078				
		f. Declaration of not being blacklisted by Public Procurement Monitoring Office (PPMO).				
		Failure to submit the mandatory documents listed above shall be disqualified.				

B. Preparation of proposal

1.	General consideration	The consultant required to study, understand all the contents of RFP to prepare the proposal accordingly.						
		The Consultants shall write/type rates in figures and words clearly. In case of contradiction between words and figure, words shall prevail.						
		While quoting rates, Consultants will not be allowed to use correcting fluid or other erasing materials; neither Consultants will be allowed to overwrite the quoted rates. It may result into rejection of the bid document. In case of mistakes in rates, the Consultants is to simply cross the rates and shall re-write the rates and bear the initials of authorized signatories.						
	Bids received after expiry of submission date shall considered as valid.							
2.	Cost of preparation of proposal	(a) All the expenses incurred in preparing and submitting the bids/proposal shall be Consultants' responsibilities.						



		(b) Client is floating RFP document free of cost.
3.	Language	(a) The language of proposal shall be written in English and also correspondence/documents relating to this proposal should be in English unless restricted by the local law.
		(b) Bid amount shall be quoted in Nepalese Rupees and payment shall be made in Nepalese Rupees.
4.	Proposal comprises	The proposal should comprise the documents, forms, certificates listed in the Data Sheet.
5.	One proposal per consultant	The Consultant shall submit only one Proposal in its own name only. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
6 .	Validity of proposal	Proposals shall remain valid for a period of days after opening of the bids as specified in Data sheet .
7.	Clarification and RFP amendment	Consultants will obtain clarification about RFP Document by emailing to the address, date and time specified in Data sheet and will publish collective queries and responses on Helvetas website where notice was published.
8.	Pre-proposal conference	Pre-proposal conference will be conducted on the date, time and venue as specified in Data sheet .

C.	Submission, Ope	ission, Opening and Evaluation						
1.	Signing, Sealing, marking and submission of the proposal	(a)	(a) Only authorized representative of the Consultant shall sign each page of the proposal (both technical and financial). Put official stamp on each pages alongside of the authorized signature.					
		(b)	(b) The Consultant shall seal the technical proposal and financial proposal as defined in Data sheet .					
		(c)						
		(d) The consultant should submit the hard copy proposal to the client's address defined in the Data sheet .						
2.	Confidentiality	(a)	Any information concerning with award decision will be confidential.					
		(b)	The consultant should not disclose the client's private information without client's consent.					
3.	Opening of proposal		The proposal (technical and financial) shall be opened in the presence of consultant who choose to attend at the place, data and time defined in the Data sheet .					
4.	Evaluation of proposal	(a)	The evaluation of proposals shall be conducted according to the criteria defined in the Data sheet .					
5.	Evaluation method and weightage		Proposal shall be evaluated according to method specified in Data Sheet.					
6.	Modification of proposal		he modification/withdrawal of the proposal shall be as per adicated in Data Sheet .					



D. Negotiation and Award

4	Name die die un	1	
1.	Negotiation	(a)	The negotiations will be held at the date and address proposed by client with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	c	(b)	The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
		(c)	The negotiations include discussions of the Terms of Reference (ToR), the proposed methodology, the Client's inputs, the special conditions of the Contract. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
		(d)	Total cost negotiations will take place to confirm its cost corresponding to quality factors.
2.	Availability of Key Experts	(a)	The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 2.4 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
		(b)	Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
3.	Award of Contract	(a)	Pursuant to clauses of the ITC and complying all the criteria; the top scorer in the combined evaluation will be awarded the contract.
		(b)	The contract duration will as define in the Data sheet.
		(c)	Further contract may be extended as defined in the Data sheet.
4.	Performance guarantee		onsultant shall furnish the performance guarantee while signing ontract. The performance guarantee shall be as per Data sheet.
5.	Price adjustment	Price	adjustment will be applicable as described in Data sheet .



E. Data Sheet

	A. General						
ITC ref#							
A.1(c)	Name of the Client: TBSU/ Helvetas Nepal						
	B. Preparation of Proposals						
B.4	The Proposal shall comprise the following:						
	(1) Power of Attorney to sign the Proposal(2) Eligibility documents as defined in ITC -A(4)						
	(3) TPF-1 Technical proposal submission form						
	(4) TPF-2 Inspection procedure proposal form						
	(5) TPF-3 Consultant specific experience proposal form(6) TPF-4 Key expert's qualification & experience proposal form						
	(7) Financial proposal form (FPF-1)						
	(7) I mandar proposar form (1 1 1 - 1)						
B.6	Proposals must remain valid for 120 calendar days after the proposal submission deadline.						
B.7	Clarifications may be requested no later than 17 June 2022 The contact information for requesting clarifications is: co.np@helvetas.org						
B.7	A pre-proposal conference will take place on the following: not applicable Date : Time : Venue : Note :						
	C. Submission, Opening and Evaluation						
C.1(b)	The Consultant must:						
	(a) Technical proposal and financial proposal should be sealed in a separate envelop and marked as "Technical proposal" for Technical and "Financial Proposal" for Financial.						
C.1(d)	Proposal should be submitted at the following:						
	Date : 22 June 2022						
	Time : Latest by 2 PM						
Address : Helvetas Nepal Country Office, Bakhundole, Lalitpur							



C.3	Opening of proposal will take place on the following:						
	Date : 22 June 2022						
	Time : 3 PM						
	Address : Helvetas Nepal						
	Country Office, Bakhundole, Lalitpur						
	country emos, partitions, partitions,						
C.4	(a) Evaluation of eligibility criteria						
	(b) Evaluation of technical criteria - 80 marks						
	Specific experience of the of the firm	(20marks)					
	Description of methodology or/and work plan in responding						
	to the terms of reference	(15marks)					
	Experience of key experts						
	(a) Sr. Inspector	(30 Marks)					
	(b) Jr. Inspector	(15 Marks)					
	(c) Evaluation of financial proposal	(20marks)					
C.5	Proposal shall be evaluated according to the Quality and Cost Based Sel	ection -					
	QCBS (technical - 80%, financial - 20%) method.						
C.6	Modification of proposal is as follows: Once proposal is submitted there modification and withdrawal.	will be no					
	The amedian and manarana.						
	D. Negotiations and Award						
	(b) Contract duration: initially it will be for one year						
D.3	(c) Contract extension: further extension will be done based or	n satisfactory					
	performance and need of service.						
D.4	Performance guarantee shall be in the following: Not applicable						
D.5	Price adjustment provision including remuneration: Not applicable						



Section-3: Terms of References (ToR)

Terms of Reference (ToR) for Third Party Inspection

- 1. The test house shall witness testing of wire ropes and raw materials at the manufacturers test laboratory. The test shall cover all requirements of specification as mentioned in the specification sheet. Also Test House has to certify that the merchandise/raw materials confirm to our specification.
- 2. These tests should be covered and carried out:
 - (a) The raw materials used during different stages of production i.e., raw materials of wires, zinc for galvanization, lubrication etc.
 - (b) Breaking Load testing of wire & wire ropes
 - (c) Modulus of elasticity
 - (d) Galvanization test of wires including zinc coating, uniformity, and adherence
 - (e) Lubrication
 - (f) Pre-stretching
 - (g) Size of wire & wire ropes
- 3. The test house has to confirm that the length of wire ropes as mentioned on the reel is true and correct and there is/are no cut piece/s no kinks or loose wires in the cable of any reels.
- 4. Special care is to be taken for "IMPREGNATION (Lubrication)" & "PRE-STRETCH" tests to confirm exactly to our specification. Lubrication should be in two stages, i.e. 1st lubrication during stranding and 2nd lubrication during wire rope closing. Pre-stretching should be with cyclic loading as prescribed in the specification, which differs to usual practice of the Manufacturer. Test house also should give special care on galvanization. Wires should be hot dip galvanized.
- 5. During 1st inspection, the test house shall inspect and certify that the manufacturing arrangement and process can assure the quality requirement and the specification particularly galvanization, lubrication and pre-stretching.
- 6. Quality of Manufactured cables should be assured through detail investigation of quality control records of the Manufacturer. In addition, tests shall be carried out on random samplings as per norms and standard. The test shall include all as per (2) above. "PRE-STRETCHING" has to be tested by reloading on the pre-stretching bed the reel ready for dispatch. Sample for pre-stretching shall be 5% 10% (this will be agreed on case-to-case basis) of total reels.
- 7. The inspector shall also inspect the steel reels and certify that the reels are exactly as per the requirement of the packaging as per article of contract condition.
- 8. The whole lot of production shall be rejected if any of the test results fails from the sample testing.
- 9. The 1st hand report of compliance or none compliance after inspection and sample test shall be submitted to the Employer.
- 10. The test house also shall make post-delivery inspection if requested, i.e. after delivery at the destination point to confirm that the materials delivered are the same what the test house checked at the factory.
- 11. The Inspection Report shall contain:
 - i. Photographic evidence of the test being conducted
 - ii. All test reports with test values
 - iii. A concise and brief summary of the approach and procedures, applied for conducting the testing and quality inspection.



1. Specification

Wire Rope are to comply with specifications as prescribed herein:

IS 1835 - 1977: Steel Wire Ropes

IS 6594 - 1977: Technical Supply Conditions for Wire Rope and Strands

IS 9282 - 1979: Specification of Wire Ropes and Strands for Suspension Bridge

IS 9182 - 1979: Specification for Lubrication of Wire Strands & Ropes

Or

ISO 2048 – 2004: Steel Wire Ropes for General purposes – Minimum Requirements and it's Normative References

Or

Equivalent other Codes (subject to acceptance by the purchaser).

Important Note: In any case, in addition to above Codes and Standards, all the requirements as specified below shall be fulfilled.

Lubrication:

Lubrication should be non-drying and non-bituminous type confirming to IS: 9182-1979 or ISO 4346 or other equivalent Codes. It should withstand storing at open atmosphere in touch with the ground and in inundation condition for a long duration and should prevent any kind of rust. Lubrication must be applied during manufacturing of the strands as well as during closing of the rope. Lubrication should withstand temperature up to 700C (Drop Point).

Pre-Stretching:

Pre-stretching should be done by cyclic loading of the rope to 10 % to 40 % of the Minimum Breaking Load. Pre-stretching should be performed in the following method:

1st cycle – stretching with loading of 5 % of Minimum Breaking Load.

2nd cycle – with loading of 10 % of Minimum Breaking Load at least 5 cycles.

3rd cycle – with loading of 20 % of Minimum Breaking Load till elongation stabilizes.

4th cycle – with loading of 40 % of Minimum Breaking Load till elongation stabilizes.

Checking - Check if the elongation is stabilizes at 35 % of Minimum Breaking Load.



2. Rope Particulars

Nominal diameter 26, 32, 36 & 40 mm

♦ Construction : 7 x 19 (12/6/1)

Lay
 RHO, Right Hand Ordinary Lay

Core : WSC, Wire Strand Core

◆ Tensile strength of wire : 15

 ⁵70 N/mm²
 ◆ Preforming : Preformed

♦ Coating : Galvanized "A" Heavy

♦ Lubrication : Non - Drying and non-bituminous type

Elongation : Pre-stretched

Nominal diameter 13 mm

Construction : 7 x 7 (6/1)

♦ Lay : RHO, Right Hand Ordinary Lay

◆ Core : WSC, Wire Strand Core

◆ Tensile strength of wire : 1570 N/mm²
 ◆ Preforming : Preformed

♦ Coating : Galvanized "A" Heavy

Lubrication : Non - Drying and non-bituminous type

3. Compiled Data

Nominal	Approx.	Approx.	Metallic	Min. Breaking	Permissible		
Diameter	Mass	Load	Area	Load	Load		
(mm)	(kg/m)	(kN/m)	(mm²)	(kN)	(kN)		
13	0.64	0.0064	73	103	34		
26	2.51	0.0251	292	386	129		
32	3.80	0.0380	442	585	195		
36	4.81	0.0481	560	740	247		
40	5.94	0.0594	691	914	305		
	Mean value of Modules of Elasticity E = 110,000 N/mm ² = 110 kN/mm ²						



Section-4: Technical Proposal Form (TPF)

TPF	-1: Technical proposal submission form (on letterhead of consultant)
。To:	TBSU/Helvetas Nepal Bakhundole, Lalitpur, Nepal
Dear	Sir/Madan,
acco Prop	We, the undersigned, offer to provide the consulting services for THIRD PARTY PECTION AND QUALITY CERTIFICATION FO TRAIL BRIDE MATERIALS in redance with your Request for Proposals dated 9 JUNE 2022; we are submitting our osal, which includes Technical Proposal and Financial Proposal sealed in a separate slope according to the ITC of this RFP.
We h	nereby declare that:
(a)	All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
(b)	Our proposal shall be valid and remain binding upon us for the period specified in the Data Sheet.
(c)	We have no conflict of interest in accordance with RFP and we have not been punished for an offense relating to the concerned profession or business.
(d)	We meet the eligibility requirements as stated in the RFP.
(e)	Our proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
Vour	s sincerely,
Tour	s sincerery,
Auth	orized Signature :
Nam	e and Title of Signatory:
Nam	e of Consultant:
In the	e capacity of:
Addr	ess:

Contact information (phone and e-mail):



TPF-2: Third-party Inspection procedure proposal form

Procedure: Please define the procedure in responding the ToR.

Unders	Understanding on Third-Party Inspection procedure and scope:						
		c					
						-	
						= =	



TPF-3: Consultant's specific experience proposal form

List out organization's relevant experiences related to TPI and quality certification in following template-recent to old order within last 5 years.

1.	Title of assignment:	
2.	Name of client:	
3.	Start date	
4.	Completion date:	
5.	Description of assignment:	
6.	Description of service:	
7.	Detail of team composition:	

Same template can be replicate for multiple assignment.

TPF-4: Key expert's qualification and experience proposal form

SUMMARY OF KEY EXPERTS – (include the name of key expertise along with their CV and experience certificates

SN	Designation	Name	Academic Qualification	Years of general work experience	Years of specific work experience
1	Sr. Inspector				_
2	Jr. Inspector				



TPF-4(a) Format: Curriculum Vitae (CV) for Proposed key expert

2.	B (
	Date of Birth:	Citizenship:	Gender:				
.	Education/Academic Qualification [Indicate co!lege/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:						
	Years of Work Experien	ce: [List details of work exper	rience and number of years worked]				
•	Languages [For each lar writing]:	guage indicate proficiency: g	ood, fair, or poor in speaking, reading, and				
	Area of Expertise [List d	etails]:					
	by expert since graduation		ist in reverse order every employment held nt (see format here below): dates of ns held.]:				
	From [Year]:	to [Year]:					
	Employer:						
	Positions held:						
V	Inspection, testing and [Among the assignments	quality certification of good in which the expert has been	landle the Tasks Assigned, i.e., ds (Steel Wire Ropes and Bulldoggrips) involved, indicate the following information capability to handle the tasks listed inline]				
	Name of assignment or p	roject:					
		•					
	Year:						
	Year:	•					
	Year: Location: Client:						
	Year: Location: Client: Main project features:						
	Year: Location: Client: Main project features: Positions held:						
the) i)	Year: Location: Client: Main project features: Positions held: Activities performed: Certification: undersigned, certify to the this CV correctly describe I am committed to understand		elief that experience.; evalidity of the Proposal;				
the) i) ii) und	Year: Location: Client: Main project features: Positions held: Activities performed: Certification: undersigned, certify to the this CV correctly describe I am committed to undersigned I have not submitted my	best of my knowledge and be s my qualifications and my ex ake the assignment within the CV to other bidders except	elief that xperience.; e validity of the Proposal;				
the) i) ii) und	Year: Location: Client: Main project features: Positions held: Activities performed: Certification: undersigned, certify to the this CV correctly describe I am committed to understand I have not submitted my erstand that any willful misser.	best of my knowledge and be s my qualifications and my ex ake the assignment within the CV to other bidders except	elief that xperience.; e validity of the Proposal; for this organization				



Section-5: Financial Proposal Form (FPF)

A. Team composition

SN	Position	Minimum Academic Qualification	Min. Experience	No. of Position
1	Sr. Inspector	Master's degree or higher in Civil or Mechanical Engineering	10yrs	1
2	Jr. Inspector	BE or higher in Civil or Mechanical Engineering	5yrs	1

A. Details of Consultant:

- 1.1 Name of the firm:
- 1.2 Address:
- 1.3 Name of the representative and contact number:

FPF-1: Financial proposal:

SN	Scope of Inspection	Quantity Unit Rate US \$			Amount US
	ssignment outside Nepal (~90% of assignment) esting and Inspection cost at factory				
1	Remuneration of Sr. Inspector	1	days		
	Remuneration of Jr. Inspector	1	days		
2	Sojourn cost per person	1	days		
3	Travel Cost*		As	per actual	
	ssignment inside Nepal (~10% of assignment) ost Delivery Inspection				
4	Remuneration of Jr. Inspector	1	days		
5	Sojourn cost	1	days		
6	Travel cost*		As	per actual	

^{*} Travel cost will be reimbursed upon submission of invoices as per actual.



Section-6: Format of Contract Agreement

A. CO	NTRACT AC	REEMENT	TEMPLAT	E								
			c									
Bridge	ontract Agree Support l	Jnit / Helv	vetas Nep	al (hereina	fter	call	ed "	TBSU	J/Helveta:			
Inspect	as the TBSI tion and Qua ubmitted by thereunder.	ality certifica	tion of Goo	ds (Steel W	ire Rope	es and	Bulld	oggri	os) and h	as acc	epted	the
Terms	and Condit	ions										
1.	Document		following agreement	documents	shall	form	to	be	integral	part	of	the
		a) b) c) d) e)	Contract A General co Special co	Reference Agreement ondition of conditions of code of cond	contract							
2.	(In Words Remunerat (In Words Sojourn cost (In Words	tion of Sr. In	spector exclusion	luding VÁT:)	USD							
3.	-	-	_	Consultan			onsibl	le for	executio	n of as	signn	nent
4.	Terms of P	ayment:										
	a)	Amount		invoices an								
	b)	The TBSU	J / Helvet	as Nepal	will hav	e the	right	to	withhold	payme	ents	and

6. Force Majeure: This contract agreement may be terminated by either party to the contract in case of Force Majeure. "Force Majeure" means an event beyond the control of the parties to the contract and not involving either party's fault or negligence. 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, natural calamities, war,

time of payment. TBSU / Helvetas Nepal shall pay for VAT at the applicable rate

5.

reimbursement, in case of breaching the any clauses of this contract.

Tax: Tax, as applicable, shall be for the account of the consultant and shall be deducted at the



operative. If such inability to perform continues for a period of more than three 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 performances shall be subject to contract terms and conditions.

- 9. **Validity**: The contract shall remain valid for a period till 30th November 2023.
- 10. **Amendment / modifications**: The contract is subject to amendments / modifications with mutual consent of both the parties.
- 11. **Settlement of dispute**: In a case a dispute arises, it will be settled preferably through negotiation or in local court.

On behalf of HELVETAS/TBSU	On behalf of the Firm/Consultant				
Signature:	Signature:				
Name:	Name:				
Date:	Date:				
Seal:	Seal:				



B. GENERAL CONDITIONS OF CONTRACT (GCC)

Helvetas Nepal, represented through Trail Bridge Support Unit, hereinafter called "Client" and any contractual individual or body corporate or representative thereof, hereinafter called "Consultant" shall commit themselves to comply with the following conditions of General Conditions of Contract (GCC):

I. GENERAL CONDITIONS

- The provisions of this GCC are supplement to the Agreement (Contract) and the provisions of GCC conflicting with the Agreement (Contract) and Special Condition of Contract (SCC) shall be void to the extent of such conflicts.
- 2. Contractual parties shall be bound solely by conditions set down in writing. Until such time, either party may withdraw from negotiations without financial consequences. Each party shall meet the expenses it has itself incurred.
- 4. TBSU / Helvetas alone shall be entitled and responsible for issuing or amending instructions to and entering any kind of commitment with the Firm/Consultant, especially with regard to the contract's duration and results.
- 5. Firm/Consultant shall be committed solely to TBSU / Helvetas Nepal. The Consultant shall, in principle, perform the assignment her/him/itself and shall not sublet the assignment, partly or fully and without consent of TBSU / Helvetas Nepal, to third party(s).
- 6. Within the framework of the specific provisions of the agreement (contract) and the rules and regulations laid down in this (GCC), the Firm/Consultant shall be personally liable for ensuring the faithful and careful performance of the tasks and duties entrusted to her/him/it. (S)He/lt declares that (s)he/it is well experienced in the field of activities described in the contract. (S)He/lt promises to execute the contract carefully, thoroughly, and professionally as a specialist in the subject matter and to make optimum use of the financial and technical means available. (S)He/lt declares that (s)he/it is aware of the provisions of public law in the country (countries) where the assignment is to be performed (e.g. with respect to currency regulations, radiation, pipe-lines, electricity, data accessibility) and undertakes to abide by them. The Firm/Consultant shall takes no actions which might favor any third party.
- Consultant shall clearly demonstrate that (s)he/it is working-for and on behalf of TBSU / Helvetas Nepal.
- 9. TBSU / Helvetas Nepal shall be entitled at any time to check or seek information about any part of the assignment.
- 10. Consultant shall immediately inform TBSU / Helvetas Nepal by the best possible means and ways of any event which could have a negative influence on or endanger the performance of the assignment.
- 11. A cost schedule shall be drawn up for all remunerations and reimbursable expenses owed to the Consultant by TBSU / Helvetas Nepal. The ceiling sum of the total costs shall not, in principle, exceed the amount set therein.

II. DELIVERABLES

 Utmost attention shall be paid to the preparation of deliverables. In addition to an appropriate exchange of information and discussions, the Consultant shall provide written quality certification, dispatch orders and necessary reports. The language and number of copies shall be determined in each case.

III. COPYRIGHT

 The results of the Consultant's work and any intellectual property vested therein shall revert to the TBSU/Helvetas Nepal, who solely holds the copyright of such work and such intellectual property. TBSU/Helvetas Nepal shall determine the use to be made thereof.



IV. CONFIDENTIALITY

- Project documents of any kind as well as any other documents, information or data entrusted to or produced by the Consultant in connection with the assignment shall be confidential and may neither be used by the Firm/Consultant for her/his/its own personal purpose nor made accessible to third parties alien to the assignment.
- Should TBSU/Helvetas Nepal allow the Consultant in writing (upon the letter's request) to refer to the assignment for the purpose of advertising, canvassing, introduction or other promotional endeavors, the Consultant shall undertake to mention TBSU/Helvetas Nepal in connection with such references and offer an accurate and true description of the task performed.
- 3. Consultant shall require the written consent of the client before making any statements or comments about the assignment and its results.

VI. INSURANCE

1. Consultant will be responsible for insuring its personnel according to the prevailing rule of Government of Nepal (i.e. current labour act)

VII. TRAVEL EXPENSES

1. In connection with the execution of an assignment, Consultant shall be entitled for reimbursement of the travelling expenses as mentioned in the Agreement (Contract).



C. SPECIAL CONDITIONS OF CONTRACT (SCC)

- 1. The consultant is entrusted the tasks and responsibilities of Third-Party Inspection and Quality Certification of Trail Bridge materials (Steel Wire Ropes and Bulldog grips) in accordance with Terms of Reference (ToR) assigned by client.
- 2. Join venture are not allowed in this contract.
- The consultant shall be responsible for undertaking all tasks and responsibilities as defined in the ToR.
- 4. The consultant shall be reporting to the team leader of TBSU / Helvetas Nepal or the official designated by him / her.
- The consultant shall be responsible for submitting all the required reports, data, and information on specified time.
- The consultant shall procure personal accident insurance policy and travel medical insurance for all
 the personnel working for the assignment (TPI) according to prevailing rule of Government of Nepal
 and international travel itinerary.
- 7. The consultant shall honor the guidelines and instructions issued by TBSU / Helvetas regarding safety and security of personnel.
- 8. Replacement of proposed personnel will be allowed only upon assessment of proposed CVs or acceptable to TBSU / Helvetas Nepal.
- All the financial transactions between TBSU / Helvetas Nepal and the consultant will be in as per contract.
- Payment to the consultant will be made as per terms of payment as prescribed in the Contract Agreement.
- 13. TBSU / Helvetas Nepal shall make payments within two weeks after receiving complete requests.
- 14. The consultant shall be responsible for all matters relating to tax and charges under the law of Nepal. In order to claim for VAT (Value Added Tax) refund as per the bilateral agreement between the Government of Nepal and the Government of Switzerland. The consultant should create the VAT invoice in the name of the TBSU/Helvetas Nepal.
- 15. The consultant should follow the "code of conduct" of Helvetas Nepal attached in the contract.



Section-7: Forms and formats templates

(i) Authorization letter to represent the organization	tion for this RFP
authorize Mr/Ms	in Firm for e.g. Executive Director)
Yours faithfully,	
Signature	Signature of the authorized person
Name:	
Designation:	
Firm's name:	
Seal:	



AWARD NOTIFICATION TEMPLATE

M/s
Sub: Notification of Award
Dear Sir/Madam,
This refers to your proposal against RFP for consultancy service for Third-party Inspection and quality certification of Trail Bridge materials assigned by client in accordance with ToR.
We are pleased to inform you that we have accepted your proposal and inform to contact this office for signing the formal contract agreement latest by
We look forward to hear from you soon.
Yours sincerely,
Authorized Signature:
Name:
Designation: