

BID DOCUMENT

For

**Design, Supply, Installation, Testing & Commissioning of Solar
Power System for
COMMUNITY HEALTH UNITS in Surkhet**

Bid ID: RW/E4H/2020-SEP

September 2020

Table of Contents

<u>SECTION-I: INVITATION FOR BIDS.....</u>	<u>3</u>
<u>SECTION-II: INSTRUCTION TO BIDDERS.....</u>	<u>4</u>
<u>SECTION-III: GENERAL CONDITIONS OF CONTRACT</u>	<u>13</u>
<u>SECTION-IV: SPECIAL CONDITIONS OF CONTRACT</u>	<u>21</u>
<u>SECTION-V: SCHEDULE OF REQUIREMENTS</u>	<u>22</u>
<u>SECTION-VI: VARIOUS FORMS FOR BIDDERS.....</u>	<u>24</u>
<u>SECTION-VII: CONTRACT FORMS</u>	<u>34</u>
<u>SECTION-VIII: ANNEXES.....</u>	<u>44</u>

SECTION-I: INVITATION FOR BIDS



Renewable World

Chakupat, Lalitpur, Nepal

Phone: 01-5261138

Email: jobs@renewable-world.org; Website: www.renewable-world.org

INVITATION FOR BIDS

Invitation for Bids ID: RW/E4H/2020-SEP

First Date of Notice Publication: 25 Sep 2020

- Renewable World invites bids from eligible bidders for the **Design, Supply, Installation, Testing and Commissioning, Repair & Maintenance (R&M) Training, and After-Sales Service** of **1.2 kWp** capacity solar power system to electrify each ten (10) Community Health Units (CHUs) in Surkhet and independent **Solar Powered Vaccine Refrigerator (minimum 100 litres)** to each CHU. Bidding is open to all **eligible Bidders** as per **ITB 2** of Bidding Documents.
- Interested Eligible Bidders may obtain further information and inspect the bidding documents at the office of Renewable World or can request via email: jobs@renewable-world.org
- Bidding documents will be available from 25 Sep 2020 till office hours up to 1 Nov 2020.
- Bids must be submitted to the above office on or before 12.00 Noon on 2 Nov 2020. Bids received after this deadline shall not be accepted.
- Bids must be valid for a period of **60 days from the date of bid opening** and must be accompanied by a bid security (in the form of Bank Guarantee). Bid security amount amounting as stated in table below, which shall be valid for **30 days** beyond the bid validity period (i.e., bid security validity up to **90 days from the date of bid opening**).
- Received sealed Bids shall be opened in the presence of Bidders' representatives who choose to attend at 13:00 hrs on 2 Nov 2020 at the office of Renewable World. But nothing shall bar the opening of Bid by the reason only that any bidder or its agent is not present. Bidder's representative should come with authorization duly signed by the authority of firm at the time of bid opening.
- If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered as the last day. In such case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.
- Renewable World shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or submission of Bids. The bidders can visit the sites, if they wish, to assess the site conditions before submitting their bid.
- Renewable World reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.
- Only those companies who are prequalified from AEPC to supply and install ISPS (Institutional Solar Power System) and meet the Eligible Bidder criteria are eligible to participate in bidding.

Details of Work:

S.N	Invitation for Bids (IFB) ID	Name of the project	Description of works	Bid security (NPR)	Bid Document Cost (NPR)
1	RW/E4H/2020-SEP	Energy for Health	Design, Supply, Installation, Testing and Commissioning, R & M Training, and After-Sales Service of 1.2 kWp solar power system for each ten (10) Community Health Units (CHUs) in Surkhet and Solar Powered Vaccination Refrigerator (Minimum 100 litres capacity) to each CHU.	2% of Bid Amount	N/A

SECTION-II: INSTRUCTION TO BIDDERS

A. General	
1 <u>Scope of Bid</u>	<p>1.1 The proposed system is to support CHUs to have solar powered vaccine refrigerator and reliable solar energy for lighting and operating the medical & other necessary appliances to deliver the better health services to community.</p> <p>1.2 The purchasers stated in the Invitation for Bid (IFB) invites bids for following services in <u>10 (ten) different Community Health Units (CHUs)</u> in Surkhet district as detailed in the schedule of requirements, specifications, drawings and the Bill of Quantities (BOQ) (the "Work").</p> <p style="padding-left: 40px;">(i) Design, Supply, Installation, Testing and Commissioning, Repair & Maintenance Training, and After-Sales Service of 1.2 kWp solar system</p> <p style="padding-left: 40px;">(ii) Isolated Solar Powered Vaccine Refrigerator (min 100 litres capacity)</p> <p>1.3 Community Health Units will provide the spaces for installation of solar system in their premises.</p> <p>1.4 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract.</p>
2 <u>Eligible Bidders</u>	<p>2.1 This Invitation for Bids is open to all suppliers who meet the following criteria:</p> <ul style="list-style-type: none"> • <i>Suppliers registered at company registration office and renewed, PAN/VAT certificate, Tax clearance certificate of last FY.</i> • <i>Prequalified by Alternative Energy Promotion Centre (AEPIC) for supply and installation of ISPS (Institutional Solar Power System).</i>
3 <u>One Bid Per Bidder</u>	<p>3.1 Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved.</p>
B. Contents of Bid Documents	

4 <u>Contents of Bidding Documents</u>	<p>4.1 The Bidding Document consist of the following sections as listed below.</p> <ul style="list-style-type: none"> i. Invitation for Bids (IFB) ii. Instructions to Bidders (ITB) iii. General Conditions of Contract (GCC) iv. Special Conditions of Contract (SCC) v. Schedule of Requirement vi. Various Forms for Bidders vii. Contract Forms viii. Annexes: BoQ, Specifications, Drawing, etc.
5 <u>Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</u>	<p>5.1 Prospective Bidders may obtain clarification on the bidding document from Renewable World in writing. Renewable World will provide a written response which will be circulated to all prospective Bidders.</p> <p>5.2 The Bidder is advised to visit and examine the site of Works and its surroundings, on their own risk and responsibility, to verify/validate the data as well as to collect the additional information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidder's own expense.</p> <p>5.3 Pre-bidding meeting can be organized upon the written request from perspective Bidders to clarify any issues regarding bidding documents.</p>
6 <u>Amendment of Bidding Document</u>	<p>6.1 Renewable World reserves the right to amend or remove any one or more of the terms, conditions or provisions of the bidding document prior to the date set for the bid closing. Such action will be announced by an amendment or amendments to this Invitation for Bids. If an amendment is of a nature, which requires changes in specifications, quantities or prices, the date set for the bid closing will, if necessary, be extended. In such case, the amendment will include an announcement of the new date for the bid closing.</p>
7 <u>Cancellation of Bid</u>	<p>7.1 Renewable World reserves the right to cancel this Invitation for Bids (IFB) in its entirety AT ANY TIME. No legal liability on the part of Renewable World for payment of any sort shall arise and in no event will cause of action lie with any bidder for the recovery of any costs incurred in connection with</p>

	<p>submitting a bid in response hereto. All efforts initiated or undertaken by the bidder shall be done considering and accepting this fact</p> <p>7.2 If this bid is cancelled prior to the bid opening, the bids already received will be returned unopened to the Bidders</p>
8 <u>Extension of Bid Closing Date</u>	<p>8.1 An extension of the bid closing date may be requested by any bidder to Renewable World but it must reach to office of Renewable World, <i>not later than 5 calendar days prior to the bid closing date</i> and must include a justification for the request. Renewable World, at their discretion, may then grant an extension of the bid closing date, as they consider appropriate.</p>
C. Preparation of Bids	
9 <u>Cost of Bidding</u>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and in no case shall Renewable World be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
10 <u>Language of Bid</u>	<p>10.1 The Bid, as well as all correspondence and documents related to bid shall be in English or/and Nepali.</p>
11 <u>Documents Comprising the Bid</u>	<p>11.1 The Bid prepared by the supplier shall comprise the following documents:</p> <ul style="list-style-type: none"> a. Letter of Bid; b. Financial Proposal <ul style="list-style-type: none"> a. Bid Price in accordance with the <i>ITB Clause- 12</i> b. Bid Security in accordance with <i>the ITB Clause-17</i> c. Technical Proposal in accordance with the <i>ITB Clause-15.</i>
12 <u>Bid Price</u>	<p>12.1 The Bid Price must have the cost breakdown for each component and it should be printed in bidder's letter head with duly signed and stamped. The format for BoQ is provided in <i>Section-VIII.</i></p>
13 <u>Taxes</u>	<p>13.1 The selected Bidder shall be responsible for the payment of all taxes and/or any governmental fees or charges currently implemented by the</p>

	<p>Government or will be implemented later and shall include for those in his bid price.</p> <p>13.2 Renewable World accepts NO liability of any taxes or any payments resulted from the laws now or in future in relation to this bid or any subsequent contract.</p>
14 <u>Currency of Bid and Payment</u>	14.1 The currency of the bid and payment shall be in Nepalese Rupees
15 <u>Technical Proposal</u>	<p>15.1 Bidder should prepare and submit the following documents in technical proposal:</p> <ul style="list-style-type: none"> a) Detailed technical design and calculation; b) Single line diagram; c) Complete Specification of proposed equipment, materials and workmanship; d) Work schedule with project completion timeline in the format provided in Section-VI. e) The warranty period for the equipment and overall system in letterhead in the format provided in Section-VI. f) Organizational experience format provided as in Section-VI. g) List of previous work experiences in similar field in the format provided in Section-VI. Also provide the organization profile. h) List of proposed human resources to design and implement the project in the format provided in Section-VI. Please Provide the CVs of proposed human resources. i) Legal Documents: Company registration Certificate and renewal certificate, Tax Clearance certificate and audit report of last Fiscal Year (FY).
16 <u>Bid Validity Period</u>	<p>16.1 Bid must be valid for a period of 60 days after the deadline for bid submission date.</p> <p>16.2 In exceptional circumstances, prior to the expiration of the bid validity period, Renewable World may request Bidders to extend the bid validity period of their Bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the</p>

	request shall not be required or permitted to modify its Bid.
17 <u>Bid Security</u>	<p>17.1 Bidders must provide the Bank letter for Bid security for 2% of the Bid Amount in the form of Bank Guarantee. Bid security shall be valid for 30 days beyond the bid validity period (<i>i.e., bid security validity up to 90 days from the date of bid opening</i>). The bid security submitted by the unsuccessful bidders will be released within 28 days after the contract is awarded to the successful bidder. Any bid without bid security will not be considered for evaluation.</p>
18 <u>Format and Signing of Bid</u>	<p>18.1 The Bid documentation shall be typed or written in indelible ink and shall be signed by an authorized person. This authorization shall consist of a written confirmation as specified in this bid document.</p> <p>18.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>
D. Submission and Opening of Bids	
19 <u>Sealing and Marking of Bids</u>	<p>19.1 The bid shall be submitted in one BID PACKAGE consisting two separate sealed and marked envelopes. <u>Technical and Financial proposal</u> should be sealed in separate envelopes and both the sealed envelopes should be placed in an outer envelope which should also be sealed. The envelopes should be addressed to the office of Renewable World at the address given in this bid notice, identification number of the contract and also the name and address of the bidder. If the envelope carries more than two bidding documents, and /or bidder's name differs, the bid will be disqualified.</p> <p>19.2 Bidders can also submit the bid documents via email. The received emails from bidders will not be checked/opened before the bid opening time/date specified in the Invitation for Bid (IFB).</p> <p>19.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>

20 <u>Deadline for Submission of Bid</u>	<p>20.1 Bids shall be delivered to Renewable World at the address no later than the time and date specified in the Invitation for Bid.</p> <p>20.2 Renewable World may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of Renewable World and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
21 <u>Late Bids</u>	<p>21.1 Renewable World shall not consider any bid that arrives after the deadline for submission of bids. Such bids will be rejected, and returned unopened to the Bidder.</p>
22 <u>Withdrawal, and Modification of Bids</u>	<p>22.1 A bidder may withdraw his/her bid up to the date and time specified for the BID CLOSING, by written notice to the employer. The bid will then be returned unopened to the bidder, at his/her expense.</p>
23 <u>Bid Opening</u>	<p>23.1 Bid documents will be opened at the <i>office of Renewable World</i>, in the presence of Bidders' representative who choose to attend. The opening process will not be hampered even if the representatives are not present. If the last date of submission and opening falls on a public day, then the next working day shall be considered as the last day.</p> <p>23.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB <i>Clause-22</i> shall not be opened.</p> <p>23.3 Bid opening minutes shall be prepared and provided to all bidders.</p>
E. Evaluation and Comparison of Bids	
24 <u>Confidentiality</u>	<p>24.1 Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to any Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.</p> <p>24.2 Any efforts by the Bidder to influence the Renewable World in the bid evaluation,</p>

	comparison or contract award decisions may result in rejection of Bidder's bid.
25 <u>Clarification of Bids</u>	<p>25.1 During the bid evaluation process the Bid Evaluation Committee reserves the right to discuss any bid with the bidder in order to clarify what is being offered and to resolve any potential areas of non-compliance. However, no changes to the content of the bid, including technical, financial and schedule changes, shall be permitted.</p>
26 <u>Partial Bidding</u>	<p>26.1 Bidders must submit a complete bid covering all aspects mentioned in this document. Partial bids will not be accepted.</p>
27 <u>Evaluation of Bid</u>	<p>27.1 Bid Evaluation and Contract Award Committee will be formed comprising the members from different departments. Evaluation Committee can invite sector experts to support the evaluation process.</p> <p>27.2 Both technical and financial proposals will be assessed. <i>Weightage for technical proposal is 70% and financial proposal is 30%.</i> Bid Evaluation Criteria is provided in Section-VI.</p> <p>27.3 Bid Evaluation Committee reserves right not to share the confidential information with bidders.</p>
28 <u>Correction of Errors</u>	<p>28.1 Quotations shall be checked by Bid Evaluation Committee for any arithmetic errors. Errors shall be corrected by the committee as follows:</p> <ul style="list-style-type: none"> a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern <p>If the Bidder does not accept the corrected amount, the Bid shall be rejected and bid Security may be forfeited.</p>
29 <u>Employer's Right to Accept Any Bid, and to Reject Any or All Bids</u>	<p>29.1 Renewable World reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>

F. Award of Contract	
30 <u>Award Criteria</u>	<p>30.1 The contract will be awarded to the Bidder whose conforming proposal represents the most economical solution and demonstrates that the Bidder can fully accomplish the IFB requirements. The bid evaluation committee will select the best overall offer, based upon an integrated assessment of the Bidder's price, technical and financial capabilities, and past performance record. This may result in an award to a higher priced bidder.</p> <p>30.2 Bid evaluation committee reserves the right to conduct a pre-award survey of Bidder's technical and facility capabilities, and a Bidder may not be awarded the contract they you fail to prove their company's capability to undertake the work.</p> <p>30.3 Bid evaluation committee is not bound to accept the lowest or any Bid, nor is obliged to give any reason for the rejection of any Bid.</p> <p>30.4 Bid evaluation committee reserves the right to negotiate the final terms and conditions of the contract before making the award.</p>
31 <u>Letter of Intent to Award the Contract/Notification of Award</u>	<p>31.1 Renewable World shall notify the concerned Bidder whose bid has been selected within seven (7) days of the selection of the bid, in writing that the Renewable world has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>31.2 If no bidder submits an appeal against the award of contract to the selected Bidder within a period of seven (7) days of the notice provided, Renewable World shall accept the bid selected and the Notification of Contract Award shall be communicated to the selected Bidder prior to the expiration of Bid validity period, and Bidder shall furnish the Performance Security and sign the contract within fifteen (15) days of receipt of the notification.</p>
32 <u>Performance Security</u>	<p>32.1 The successful Bidder shall submit an acceptable performance bond in the form set out in Section VII equal to 10% of the contract amount before signing the contract. The bid security of the successful Bidder shall remain bound until the</p>

	<p>bidder submits the Performance Security. The bid security bond will be released within 28 days on submitting the Performance Security. The Performance Security validity period shall be 6 months or sixty (60) days beyond the expected completion date, whichever is greater.</p>
<p>33 <u>Signing of Contract</u></p>	<p>33.1 The successful Bidder shall sign the Contract Agreement within the period as stated in ITB Clause 31.2;</p> <p>33.2 Failure of the successful Bidder to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.</p> <p>33.3 In that event Renewable World may award the Contract to the next evaluated Bidder whose offer is substantially responsive and is determined by Renewable World to be qualified to perform the Contract satisfactorily.</p>
<p>34 <u>Communication and</u> <u>Contacts for</u> <u>Clarification</u></p>	<p>34.1 Contact Person and Details Dhiraj Puri Phone: 9851247336 Email: jobs@renewable-world.org</p>

SECTION-III: GENERAL CONDITIONS OF CONTRACT

A. General	
1 <u>Definitions</u>	<p>1.1 The term "Bidder" shall refer to the bidding entity that has submitted a bid in response to Invitation for Bids;</p> <p>1.2 The "Contract Price" is Bidder's total price inclusive of all applicable duties and taxes for carrying out the Works in accordance with the Contract being the sum of all the works listed in the Bill of Quantities ("BOQ") and in the Schedule of Details.</p> <p>1.3 The "Final Contract Price" shall be the total amount payable by the Employer to the Contractor under the Contract inclusive of all applicable duties and taxes and determined in accordance with the Bill of Quantities for the actual works carried out and/or materials supplied in accordance with the rates and terms in the Bill of Quantities.</p> <p>1.4 The term "Contractor" shall refer to the Bidder to whom the contract is awarded;</p> <p>1.5 "The Employer" is the Party who employs the Contractor to carry out the Works;</p> <p>1.6 "The Project Manager" is appointed by the Employer to manage the Contract on behalf of the Employer and is authorized to carry out all of the Employer's duties under the Contract. For the avoidance of doubt the Project Manager shall have no liability to the Contractor for payments due under the Contract.</p> <p>1.7 The term "days" as used in this document shall, unless otherwise stated, be interpreted as calendar days;</p> <p>1.8 "The Contract" means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;</p> <p>1.9 "Substantial Completion" means</p> <p style="margin-left: 40px;">a) the completion of the construction, installation, commissioning and testing of the Works in accordance with the Contract except in respect of minor defects not affecting the use of the Works for their intended purpose,</p> <p style="margin-left: 40px;">b) All remaining deliverables under the Contract including the manuals, documentation, tools and training have been provided by the Contractor,</p>

	c) The Contractor has signed the After-Sales Service Agreement
2 <u>Interpretation</u>	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>2.2 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> a) The Contract Agreement and Schedule of Details, b) The Special Conditions of Contract, c) The General Conditions of Contract, d) The Scope of Works and Salient Features of the Project e) The Specifications, f) The Drawings, g) The Bidder's Technical Proposal h) The Bill of Quantities (BOQ) i) The Activity schedule, j) The Warranty Period for Equipment and Works Schedule k) After-sale Service Agreement l) Annex of Contract Forms m) Renewable World Enhanced Code of Conduct and n) Any other document forming part of the Contract
3 <u>Subcontracting</u>	<p>3.1 The Contractor shall not subcontract the whole of the Works. The Contractor may subcontract parts of the Works with the written approval of the Project Manager.</p>
4 <u>Technical Specification</u>	<p>4.1 The Works including all equipment and materials supplied under this contract shall conform to the standards referred to in the Scope of Works, the Technical Specification and the Drawings. Where the Works include design by the Contractor the Contractor shall be responsible for the specification of the Works and for all equipment and materials supplied which shall, as a minimum, conform to the standards referred to in the Scope of Work, the Technical Specification and the Drawings.</p>
5 <u>Insurance</u>	<p>5.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the</p>

	<p>Commencement Date to the end of the Defects Liability Period for the following risks and amounts:</p> <ul style="list-style-type: none"> a) Loss of or damage to the Works (including all equipment and materials that are to be used or incorporated into the Works or supplied under this Contract) for the full replacement cost of the Works (being at least the Contract Price plus 15%); b) loss of or damage to the contractor's equipment for their full replacement cost including loss of hire; c) loss of or damage to property (except the Works and the Contractor's equipment) in connection with the Contract for an amount of [<i>amount</i>] per claim and [<i>amount</i>] in the aggregate; and d) Personal injury or death of the Contractor's personnel, the Project Manager and the general public arising out of the execution of the Contract for an amount of [<i>amount</i>] per claim and [<i>amount</i>] in the aggregate. <p>5.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date.</p> <p>5.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p>
<p>6 <u>Health & Safety, Safeguarding</u></p>	<p>6.1 The Contractor shall, throughout the execution, and completion of the Works and remedying of any defects therein:</p> <ul style="list-style-type: none"> a) Have full regard for the safety of all persons entitled to be upon the site and keep the site and the works in an orderly state appropriate to the avoidance of danger to such persons. b) Provide and maintain at his own cost all lights, guards, fencing, warning signs, PPE (personal protective equipment), etc. for the protection of the Works as well as health & safety for people. c) The Contractor must follow reasonable safeguarding principles for children and vulnerable adults when working on project. Contractor staff working on site should read the Renewable World Safeguarding

	Policy and sign-up to Renewable Worlds Enhanced Code of Conduct provided in Section-VIII , breach of which should be considered as gross misconduct resulting in immediate removal from site and be reported to the Client.
7 <u>Dispute Settlement</u>	<p>7.1 The Project Manager (acting on behalf of the Employer) and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between the Employer and the Contractor under or in connection with the Contract.</p> <p>7.2 Any such dispute which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be referred to arbitration within thirty (30) days after the expiration of amicable settlement period.</p>
8 <u>Procedures for Disputes</u>	<p>8.1 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA)</p>
B. Time Control	
9 <u>Extension of the Intended Completion Date</u>	<p>9.1 The Project Manager shall extend the Intended Completion Date if the Work cannot be completed in the given timeline due to variation in the Works instructed by the Project Manager or due to other events that could not have been reasonably foreseen by the Contractor.</p> <p>9.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for an extension in written form.</p>
C. Quality Control	
10 <u>Inspection & Testing</u>	<p>10.1 The Project Manager shall have the right to inspect and/or test the Works and all equipment and materials to confirm their conformity to the Technical Specification and the Contract including in regard to quality of performance after the supply and delivery to the Employer's premises or the site of the Works.</p> <p>10.2 Contractor, in the presence of Project Manager, shall carryout final testing of the Works to assess the overall performance of the project.</p>

11 <u>Correction of Defects</u>	<p>11.1 The Contractor warrants that the Works shall be free from defects in design, materials and workmanship and shall be responsible for remedying any such defects, including defects in the performance of the Works, during the Warranty Period specified in the Schedule of Details. Any equipment or part of the Works having a warranty period more than the minimum Warranty Period of the overall system shall be noted in the Warranty Period for Equipment and Works in Warranty form in Section-VI.</p> <p>11.2 The Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice.</p>
D. Cost Control	
12 <u>Advance Payment</u>	<p>12.1 20% of the contract amount can be released to contractor as advance payment against an Advanced Payment Guarantee in the form set out in the Contract Forms in Section-VII after signing the contract.</p> <p>12.2 Advance payment will be deducted from each payment bill on proportionate basis.</p>
13 <u>Change in the Contract Price</u>	<p>13.1 The Contractor shall not be entitled to additional payment for costs that could have been reasonably foreseeable or avoided by giving early warning to the Project Manager.</p> <p>13.2 Where variation to the Works is instructed by the project Manager in written form, the contract price shall be adjusted by the Project Manager considering the variation using approved rates within the Contract.</p> <p>13.3 The Contractor shall not be entitled to an increase in the Contract Price as a result of an extension to the Intended Completion Date unless such extension results directly from a variation to the Works instructed by the Project Manager.</p>
14 <u>Liquidated Damage</u>	<p>14.1 If the Contractor fails to deliver any or all of the Works within the time period specified in the contract (by reference to the Intended Completion Date and the Activity Schedule), the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 percent of the Contract Price of delayed part of the Works for each</p>

	<p>day of delay until actual delivery, up to a maximum deduction of 10 percent of the Contract Price. Once the maximum is reached, the Employer shall be entitled to terminate the contract.</p>
<p>15 <u>Performance Bond, Retention Fund</u></p>	<p>15.1 The successful Bidder shall have submitted an acceptable performance bond substantially in the form specified in the Contract equal to 10% of the Contract Price before signing the Contract (the "Performance Security"). The Performance Security validity period shall be 6 months or 60 days beyond the Intended Completion Date whichever is greater.</p> <p>15.2 On successful completion of the Works the Contractor must submit a bank guarantee substantially in the form specified in the Contract equal to 10% of the Final Contract Price as the Retention Fund. The Performance Security will be released after submission of bank guarantee for the Retention Fund. This Retention Fund shall be released after Warranty Period expires.</p>
<p>16 <u>Payments</u></p>	<p>16.1 50% of the total contract amount after delivering the complete equipment at site.</p> <p>16.2 50% of the total contract amount after successful testing and commissioning of the project, the supply of all remaining deliverables under the Contract including the manuals, documentation, tools and training, the signature of the After-Sales Service Agreement and the issue of the Certificate of Completion.</p> <p>16.3 If advance payment was made, the amount will be deducted from each payment bill on proportionate basis.</p> <p>16.4 All payments will be made in local currency.</p>
<p>E. Finishing the Contract</p>	
<p>17 <u>Care of the Works, Completion and Taking Over</u></p>	<p>17.1 The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the Taking Over Date. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.</p> <p>17.2 The Contractor shall indemnify the Employer and the Project Manager and their respective agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract,</p>

	<p>by negligence or by other default of the Contractor, his agents or employees including claims or expenses arising from death or injury to the Contractor's personnel.</p> <p>17.3 The contractor shall request the Project Manager to issue the Substantial Completion Certificate in the form set out in the Contract and the Project Manager shall do so upon deciding that:</p> <ol style="list-style-type: none"> The Works are complete. All remaining deliverables under the Contract including the manuals, documentation, tools and training have been provided. The Contractor has signed the After-Sales Service Agreement. <p>Employer shall take over the Works on the date specified in the Substantial Completion Certificate which shall be within 7 days of the date on which the Project Manager issues the Substantial Completion Certificate.</p>
<p>18 <u>Operation & Maintenance (O&M)</u></p>	<p>18.1 The Contractor shall supply O&M training, tools & spare parts, single line diagram & As-built drawing.</p> <p>18.2 The Contractor shall sign the After-Sales Service Agreement to provide the services during operation phase. After-sale service agreement shall be signed between the Employer or owner and the Contractor in the form set out in the Contract.</p> <p>18.3 Failure to provide the above services will prevent contractor from receiving the Substantial Completion Certificate.</p>
<p>19 <u>Termination</u></p>	<p>19.1 The Employer may terminate the Contract at any time if the contractor</p> <ul style="list-style-type: none"> - Does not commence the work as per the Contract - Was found to be involved in fraud and corruption - Fails to achieve progress as per the Contract - Abandons the work without completing, - Does not comply with the Renewable World Code of Conduct <p>19.2 The Employer may terminate the Contract if the Contractor is in material breach of the Contract or persistently fails to implement the terms and conditions of the Contract.</p> <p>19.3 The Contractor may terminate the Contract if the Employer fails to pay the Contractor in accordance with the Contract. Before terminating the Contract the Contractor must give 30 days' written notice to</p>

	<p>the Project Manager of his intention to terminate the Contract for non-payment. In the event that the Employer makes payment to the Contractor within the 30 day notice period the Contractor shall not terminate the Contract.</p>
<p>20 <u>Payment Upon termination</u></p>	<p>20.1 If the Contract is terminated by the Employer in accordance with either of Sub-clause 19.1 or 19.2 the Employer shall:</p> <p>20.1.1 Issue a certificate for the value of the Works completed and materials supplied less:</p> <ul style="list-style-type: none"> i. The advance payments made to the Contractor and, ii. an amount equal to 10% of the value of the Works not completed. <p>20.1.2 The Employer shall be entitled to draw on the Performance Security up to the full amount of the bond.</p> <p>20.2 If the Contract is terminated by Employer for any other reason the Employer shall issue a certificate to the Contractor for the value of the Works that have been completed & materials supplied less the advance payments made to the Contractor.</p> <p>20.3 The Employer shall pay the Contractor the amount certified in accordance with either Sub-clause 20.1 or 20.2 on receipt of the Contractor's invoice confirming full and final settlement of the Contractor's right to payment under the Contract.</p>

SECTION-IV: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

A. General	
B. Time Control	
C. Quality Control	
D. Cost Control	
E. Finishing the Contract	

SECTION-V: SCHEDULE OF REQUIREMENTS

This Section contains the detail of works to be executed, BOQ, specification for equipment, materials and works the drawings, and supplementary information that describe the works to be procured.

1. Scope of Works

S.N.	Description	Quantity	Delivery schedule
1.	<p>To deliver the following services in <u>different Community Health Units (CHUs)</u> in Surkhet district as per specifications, drawings and the Bill of Quantities (BOQ) provided.</p> <p>(i) Design, Supply, Installation, Testing and Commissioning, Repair & Maintenance Training, and After-Sales Service of 1.2 kWp solar system</p> <p>(ii) Isolated Solar Powered Vaccine Refrigerator (min 100 litres capacity)</p>	10 units	Within 6 months from the date of signing the agreement

- I. Design, Supply, installation, Testing & commissioning of 1.2 kWp solar system and solar powered vaccine refrigerator for community health units as per approved design, specification and standards.
- II. Internal wiring of Community Health Unit building.
- III. Supply and installation of minimum 100 litres capacity of vaccination refrigerator.
- IV. The overall system shall be warranted by the contractor against any defects in design, manufacturing, installation and commissioning for a minimum period of 2 years from the date of taking over of the Works by the Employer.
- V. Warranty for individual components shall be provided as specified in the technical specification.
- VI. Rectification of all the defects in the Works during warranty period shall have to be done by the Contractor promptly, at the most within 7 days from the date of receipt of compliant.
- VII. Warranty will include rectification or replacement of all the equipment, materials, and workmanship in order to bring the system to a fully functional stage.
- VIII. Conduct on-site training for the operators (at least 3 people) regarding the assembly, start-up, operation, maintenance and repairs of the system and its components.
- IX. Provide O&M manual (in Nepali), Single Line Diagram, and Project Completion Report.
- X. Provide all necessary spare parts/tools required for project operations and maintenance.
- XI. Provide the after-sale services during warranty period and visit the sites as per plan.

2. Salient Features of the Project

SN	Name of Project	:	Energy for Health (E4H)
1	Project Area		<ol style="list-style-type: none"> 1. Baispani CHU, Baispani, Simta RM-7 2. Khanikhola CHU, Khanikhola, Simta-9 3. Raniban Sub Health Post, Raniban, Barahatal RM-8 4. Telpani Health Post, Telpani, Barahatal RM-1 5. Thari Sub Health Post, Thari, Barahatal-9 6. Pipal Takura Health Post, Pipaltakura, Gurbhakot UM-12 7. Baikada Sahari Swasthya Kendra, Baikada, Gurbhakot UM-03 8. Panditkanla Adharbhut Swasthya Kendra, Panditkanda, Gurbhakot UM-14 9. Aapgaira Sahari Swasthya Kendra, Aapgaira, Gurbhakot RM-11 10. Pokharipata Adharbhut Swasthya Kendra, Pokharipata, Gurbhakot-05
2	Expected Beneficiary Households from each CHU.	:	250 households
3	Solar System for electrification	:	
	System Size		1.2 kWp
	Application of electricity		<ul style="list-style-type: none"> - Lighting, - Medical Appliances, such as: Nebulizer - Non-Medical Appliances: Mobile charging, Fan, Computer, etc.
4	Solar powered Vaccine Refrigerator	:	<ul style="list-style-type: none"> - 100 liters capacity - Having its own solar power system
5	Funded By	:	Renewable World
6	Local Implementing Partner	:	Sundar Nepal Sanstha (BNA)

3. Bill of Quantities (BOQ)

BoQ format is provided in [Section-VIII](#). Bidders provide the information in the given format for complete works.

4. Technical Specifications

Technical Specification for equipment, materials and workmanship are provided in [Section-VIII](#)

5. Drawings

N/A

SECTION-VI: VARIOUS FORMS FOR BIDDERS

1. Letter of Bid
2. Bid Security
3. Self-Declaration of Due Performance and Non-involvement in Bankruptcy Form
4. Bid Evaluation Criteria
5. Qualification Information
 - 5.1 General Information
 - 5.2 Organization Experience and Capacity
 - 5.3 List of completed and ongoing Works on “Solar Electrification System”
 - 5.4 List of Proposed Human Resources
6. Warranty Form
7. Work Plan Schedule

1. Letter of Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.

Date:

Contract ID.:

Gentlemen and/or Ladies:

Having examined the bid documents, we, the undersigned, hereby accept the terms set out and referred to therein, and hereby offer bid for **Design, Supply, Delivery, Installation, Testing and Commissioning, repair-maintenance training, and after-sale services of Solar System** in conformity with the requirements of Bid Documents.

- I. We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in Schedule of Requirement in Annex-V and the Work Plan Schedule submitted in our Bid.
- II. The total price of our Bid is NPR..... (IN Words:)
- III. All the prices mentioned above are inclusive of all applicable taxes and duties.
- IV. Our bid shall be valid for a period of [insert validity period as specified in ITB 16.1] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- V. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- VI. We understand that you are not bound to accept the lowest or any bid you may receive.
- VII. We understand that this 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;
- VIII. We declare that, we have not been blacklisted and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offence relating to the concerned profession or business.
- IX. If awarded the contract, the person named below shall act as Contractor's Representative:
- X. We agree to permit Renewable World or their representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Renewable World.

- XI. We hereby state that in case of withdrawal of bid after bid opening , we shall pay a penalty amount of 2 % of the bid amount (In words two percent) we have quoted. This commitment letter shall be valid **30 days** beyond the bid validity period.

Name and Specimen Signature of the Person having authority to sign the Proposal and act as Contractor's Representative:

Name:	
Designation:	Specimen Signature:
Authority given by:	
Name:	
Designation:	Signature:
Date:	Company Seal:

2. Bid Security

(On letterhead of 'A' class commercial Bank)

[Bank's Name, and Address of Issuing Branch or Office]

Date:

Beneficiary: **[Name and address of the Employer]**

Guarantee No.:

BID BOND

In Consideration of your allowing M/S [Insert Name and Address of Company] (Hereinafter called "the bidder") to participate in Invitation for Bid your for Design, Supply, Installation, Testing & Commissioning of Solar Power System for Community Health Units in Surkhet (Bid ID: [RW/E4H/2020-Sep](#)) On the request of the bidder and whereby you require a bid bond of NPR.....(In Words:*) We [Insert Name of Bank] (hereinafter called "the Guarantor") undertake to NPR.....(In Words:) on your first written demand accompanied by your statement that the bidder has failed to take up their responsibility under said Bid Document.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted NPR..... (In Words:) and shall remain full force until the close of banking hour on [Insert the end date of bid validity period plus 30 days] and any demand in respect thereof should reach the Bank not later than the above date.

Unless a demand or claim made in writing by you to us under this guarantee reaches us by [\[insert the end date of 30 days following the end of the bid validity period\]](#), our entire obligation hereunder shall cease and we shall not entertain any claim beyond that date.

Retention of the guarantee does not confer any rights upon yourselves beyond the expiry date. Please return this original guarantee to us upon expiry or receipt of claim whichever occurs first.

[Name and signature]

[Seal of the bank]

3. Self-Declaration of Due Performance and Non-involvement in Bankruptcy Form

[On letterhead of the Bidder]

Date:

To: [Insert Name and Address of Employer]

Re: Self Declaration of Due Performance and Non-involvement in Bankruptcy Form

Gentlemen/Ladies,

This is to certify that [Insert Name and address of Bidder] has never either himself or any of his direct associates or any of his administrations has been involved in any case of bankruptcy or suspension of payments. We declare that, till date, no dispute has raised in any contract executed or under execution. No civil or criminal case against us has been raised or currently being raised or being dealt with in court, not ineligible to participate in this job; have no Conflict of Interest in the proposed proceedings and have not been punished for the profession or business related offence and not blacklisted. We do not have any conflict of interest on the bidding procedure for [Insert name of contract and its ID].

Sign:

Name:

Designation

Company Seal

4. Bid Evaluation Criteria

1	Organizational Experience and Capacity---[25]
1.1	Number of years of experiences in solar energy sector and working experience with different organization
1.2	No of solar PV system (more than 1kWp size) installed to date
1.3	Presence of vendor in "Karnali" province either through its own service centre or through authorized agent.
1.4	Please mention if the company is authorized dealer for any solar system components and vaccination refrigerators
2	Human Resources---[20]
2.1	TEAM LEADER/SOLAR ENGINEER--[10]
2.1.1	Academic Qualification in relevant subject
2.1.2	Years of working experience in Solar energy sector
2.1.3	Number of Solar PV systems (more than 1kWp) designed and installed
2.2	TECHNICIAN--[10]
2.2.1	Academic Qualification in relevant subject
2.2.2	Years of working experience in Solar energy sector
2.2.3	Number of Solar PV systems (more than 1kWp) installed
3	Design/Specification---[25]
3.1	Design and Specs of equipment
4	Financial--[30]
4.1	Ratio to Estimated Cost
4.2	Detailed Cost analysis and Breakdown

5. Qualification Information

5.5 General Information

Name of the company	
Company. Registration No. (Attach copy)	
Place of Registration	
Company's Permanent Address	
Temporary Address (if different than permanent one)	
Certificate of Prequalification from AEPC	
Phone No.	
Email address	
Location Map (as per the given address. If needed attach separate sheet)	

5.6 Organization Experience and Capacity

SN	Description	Response
1	Number of years of work experiences in solar energy sector and working experience with different donor organization	
2	Number of solar system (more than 1kWp size) installed to date	
3	Presence of vendor in "Karnali" Province either through its own service centers or through other agents (Yes or No)	
4	Please mention if the company is authorized dealer for any solar system components	

5.7 List of Completed and Ongoing Works on "Solar Electrification System"

(Please also provide factsheet, annual report, and organization's profile mentioning their work experience in details with list of solar system installed).

SN	Name and Location of Project	Client/ Employer	System Size (kWp)	Contract Amount	Year of Start & Completion	Remarks
1						
2						
3						
4						
5						
6						

....						

5.8 List of Proposed Human Resources

SN	Name	Academic Qualification	Number of years of experiences in Solar energy sector
1			
2			
3			
4			
5			
6			

Attach the CVs of proposed personnel

6. Warranty Form

[On letterhead of the Bidder]

Date:

To: [Insert Name and Address of Employer]

Re: Warranty Period for the Works and Equipment

Gentlemen/Ladies,

We, the undersigned, hereby offers the warranty period of 2 (two) years against defects in design, equipment/materials and workmanship in the Works.

We also offer the extended warranty period for the following equipment against their manufacturing defects.

We understand that the Employer shall be entitled to draw on the Retention Fund up to the full amount of the bond in case if we fail to remedy defects or provide the warranty services in accordance with the Contract.

SN	Equipment	Warranty Period	Remarks
1			
2			
3			
4			
...			

We will visit the sites 2(two) times during warranty period of 2 (two) years of project.

Sign:

Name:

Designation

Company Seal

Note: The minimum warranty period for overall system should be two years. The warranty period for individual components may vary.

7. Work Plan Schedule

SN	Key Milestones	Duration																Remarks
		Month-1				Month-2				Month-3				Month-4				
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
1	Site Verification																	
2	Submission of site verification report and contract agreement																	
3	Equipment Delivery																	
4	Installation of Equipment Testing & Commissioning																	

SECTION-VII: CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

1. Letter of Intent
2. Notification of Contract Award (Letter of Acceptance)
3. Performance Security
4. Schedule of Details
5. Form of Contract Agreement
6. Advance Payment Security

1. Letter of Intent

[On letterhead of the Employer]

Date:

To: [Insert name and address of the Successful Bidder].

Subject: **Issuance of letter of intent to award the contract**

Gentlemen/Ladies,

This is to notify you that, it is our intention to award the contract [insert contract name and ID] to you as your bid has been found substantially responsive and the best offer in an integrated assessment of the Bid price, technical and financial capabilities, and past performance record.

Authorized Signature:

Name:

Designation:

CC:

[Insert name and address of all other Bidders, who submitted the bid]

Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

2. Notification of Contract Award

[On letterhead of the Employer]

Date:

To: [Insert name and address of the Contractor].

Subject: **Notification of Contract Award**

Gentlemen/Ladies,

This is to notify that your bid dated [Insert Date] for the execution of the [Insert name of contract and its ID] for the contract price of NPR.....(In words:.....) is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within **15 days** with Performance Security as specified in the bid document consisting of a Bank Guarantee in the format included in **Section VII** (Contract Forms) of this Bidding Document.

The Employer shall be entitled to draw on the Bid Security up to the full amount of the bond, in case you fail to furnish the Performance Security and to sign the Contract within specified period.

Authorized Signature:

Name and Title of Signatory:

3. Performance Security

(On letterhead of 'A' class commercial Bank)

[Bank's Name, and Address of Issuing Branch or Office]

Date:

Beneficiary: **[Name and address of the Employer]**

Guarantee No.:

PERFORMANCE BOND

WHEREAS **[name of Contractor]** (hereinafter called "the Contractor") has undertaken, in pursuance "Notification of Contract Award" issued by you dated _____ 20____ to execute **[Brief description of works]** (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said letter that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of NPR.....(In Words:), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of NPR.....(In Words:) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____¹.

Signature and seal of the Guarantors

[Name and Signature]

[Seal of the bank]

¹ ** Insert the date sixty (60) days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

4. Schedule of Details

Project	Project Name: Energy for Health (E4H) Project ID: RW/E4H/2020-SEP Location: Surkhet
Works	Design, Supply, Installation, Testing & Commissioning of 1.2 kW Solar Power System and solar powered vaccination refrigerator in 10 (ten) Community Health Units in Surkhet.
Commencement Date	[The date of execution of the Agreement by both Parties].
Intended Completion Date	[Date] in accordance with the Activity Schedule.
Contract Price	[Enter the value of Contract Price in figures and words] The Contract Price is inclusive of all applicable duties and taxes
Currencies for Payments	Payments will be made in [Nepalese Rupees]
Valuation of Variations (GCC Clause- 13)	Any variation to the Contract Price as a result of a Variation and/or claim approved by the Employer's Representative in accordance with GCC Clause- 13 shall be valued at a rate or lump sum price based on agreed rates or prices.
Contractor	[Company name and registration number] [Registered address]
Contractor's Representative	[Name] [Company] [Contact details]
Employer	[name] [Organization] [Registered address]
Employer's Representative (Project Manager)	[Name] [Organization] [Contact details]

Address of Employer for Service of Notices and Communications	Attention: Position title: Address: Telephone Number: Email:
Address of Contractor for Service of Notices and Communications	Attention: Position title: Address: Telephone Number: Email:
Performance Security (GCC Sub-clause- 15.1)	10% of the Contract Price
Retention Fund (GCC Clause-15.2)	10% of the Final Contract Price.
Warranty Period of the Overall system (GCC Clause- 11)	The Warranty Period of the overall system shall be two (2) years from the Taking Over Date as stated in the Substantial Completion Certificate. Warranty period for the individual components in excess of two (2) years shall be in accordance with details provided in the Warranty Form.

5. Form of Contract Agreement

CONTRACT AGREEMENT

THIS AGREEMENT made on [Insert the date of agreement] between [*Insert name and address of Employer*] (hereinafter called “the Employer”) of the one part and [*Name and address of contractor*] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer desires that the works known as [*brief description of works*] should be executed by the Contractor, and has accepted a bid by the contractor for the execution and completion of these works and the remedying of any defects in the sum of [*Insert contract price in words and figures*] (hereinafter called “the Contract Price”).

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents and all documents incorporated by reference therein shall be deemed to form and be read and construed as part of this Agreement (and together with this Agreement hereinafter called "the Contract"), viz.:
 - a. Schedule of Details
 - b. The Special Conditions of Contract
 - c. The General Conditions of Contract
 - d. Scope of Works and Salient Features of the Project
 - e. The Specification
 - f. The Drawings
 - g. The Bidder’s Technical Proposal
 - h. Bill of Quantities (BoQ)
 - i. Activity Schedule
 - j. Warranty Period for Equipment and Works
 - k. After-Sales Service Agreement
 - l. Annex of Contract Forms
 - m. Renewable World Enhanced Code of Conduct
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract and the laws of the countries where activities are performed.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The Employer shall have the right to transfer ownership of the Works to a third Party following the Taking Over Date. In such event the Contract shall be deemed to have been assigned to the new owner and the Contractor's liabilities under the Contract shall then be liabilities to the new owner.
6. This Contract shall be governed by the law of [nation where Site is located].

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

On behalf of the Employer

On behalf of the Contractor

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

6. Advance Payment Security
(On letterhead of 'A' class commercial Bank)

[Bank's Name, and Address of Issuing Branch or Office]

Date:

Beneficiary: **[Name and address of the Employer]**

Advance Payment Guarantee No.:

ADVANCE PAYMENT SECURITY

We have been informed that [Insert Name and Address of the Contractor] (hereinafter called "the Contractor") has entered into the Contract: [Insert Contract name and ID], dated [Insert the date of contract agreement] with you for the execution of [Brief description of the works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [Insert the amount in figures and words] is to be made against an advance payment guarantee.

At the request of the Contractor, we [Insert the name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Insert the amount in figures and words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that Hundred (100) percent of the Contract Price has been certified for payment, or on the day of **, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Seal of Bank and Signature(s)

Note:

*** Insert the date Thirty (30) days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".*

SECTION-VIII: ANNEXES

Annex-1: Format for Price Schedule (Bill of Quantities)

Annex-2: Technical Specifications

Annex-3: Drawings

Annex-4: After-Sales Service Agreement

Annex-5: Retention Fund

Annex-6: Substantial Completion Certificate

Annex-7: Renewable Worlds Enhanced Code of Conduct

Annex-1: Format for Price Schedule (Bill of Quantities)

Design, Supply, Delivery, Installation, Testing and Commissioning, R&M training, After-sale services of Solar System and vaccine refrigerator

Bidders can make necessary changes in Quantity, size, ratings and specification of the equipment by providing justification for doing so and provided that the Works will meet the requirements set out in the Scope of Works, the Specification and the Drawings. The changes made by bidders will be accepted if it is found to be more cost effective with enhanced quality

The prices in the Bill of Quantities shall be inclusive of all things necessary to meet the requirements set out in the Scope of Works, the Specification and the Drawings. Where an item of work, equipment or material required is not specifically listed in the Bill of Quantities description given below the Bidder shall include it within the most appropriate item or add a further item to the Bill of Quantities as most appropriate.

SN	Description	Unit	Qty	Unit Price (NPR)		Amount (NPR)	VAT Amount (NPR) for VATable item	Total Amount (NPR)	Remarks
				In Figures	In Words				
Unit price shall include all custom duties, taxes and insurance cost									
1	Solar Photovoltaic Array of Total Minimum Capacity 1.2 kWp (Size of individual PV module should be ≥250Wp, Mono or Poly Crystalline Silicon)	Set	1						
2	Single Phase PV Off Grid or Hybrid Inverter of Total Minimum Capacity 3KVA with inbuilt MPPT charge controller 2kW.	Set	1						
3	VRLA Gel Tubular Battery of Total Minimum Capacity 7.2 kWh (Individual battery capacity: Minimum 12V 150Ah@C10) with rack, cables and accessories	Set	1						
4	Solar PV Module support structure (<i>including required non-local construction materials</i>), hot dipped galvanized metal frame complete set.	LS	1						
5	Lightning Protection System of Solar Array-	Set	1						
6	Materials for earthing including AC and DC surge protectors	LS	1						
7	Installation Materials including wires and power cable, weather proof JB, DC/ AC MCB switches and accessories	LS	1						

8	Energy Meter (5A, single phase, 230V, Static Energy Meter) and Accessories	Set	1						
9	Vaccine refrigerator with its own solar system to store medicines (Minimum capacity: 100 litres).	Unit	1						
10	Tools and equipment (Insulating gloves, helmet, safety boot, insulating tapes, slide wrench, pliers, tester, screw driver and other day to day required tools for simple operation and maintenance In etc.)	Set	1						
11	Visibility Board, Safety Instruction Board and Warning Signage	Set	1						
12	Transportation, Installation, and Commissioning & After-sale Services (2 visits during warranty period)	LS	1						
Sub-Total Cost [for 1 (one) community health unit]									
Total Cost [For 10 (ten) community health units]									

Certified that:

1. Above rates are in accordance with the specifications & various terms & conditions mentioned in the tender document. (* Please attach breakdown of cost of individual components, but the figure quoted in this page is considered for evaluation)
2. The unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost including all incidental cost whatsoever.

Notes:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- In case of discrepancy between amount in figure and words, the amount in words shall prevail.
- Bidder needs to provide break down cost of each component in separate page

Name..... In the capacity of..... Signed.....	Duly authorized to sign the Bid for and on behalf of Date.....
---	---

Annex-2: Technical Specification

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the goods and related services that are required to be procured for the installation. The TS, as a part of the schedule of requirements, constitute a contract document and are, therefore, a part specifications of all the indicated equipment of power generation and distribution system including performance curve, power and energy curve, test certificates, warranty assurance certificate, international standard that the proposed goods comply with.

Where the contract includes design by the Contractor the Contractor shall be responsible for the detailed specification of the Works which shall, as a minimum, conform to the standards specified in the TS.

I) Solar Photovoltaic (PV) Module

- The solar PV module shall comply with the standard set forth under Nepal Photovoltaic Quality Assurance (NEPQA) 2015 rev1 or the latest revision if so. Local certification required: RETS Certificate (PIT Certificate must be submitted with Bid and RST Certificate must be submitted before installation/commissioning)
- Module Power Warranty: A letter provided by principal PV module manufacturer in their letter head stating the warranty period for their PV module. The warranty period for the PV module must be at least 10 years of 90% rated power output and 20 years min 80% rated power output at STC. Minimum 5 years warranty against manufacturing defects.
- Bidder must submit the technical datasheet of Solar PV Module

II) Solar Deep Cycle Battery

The deep cycle maintenance free batteries are required to be designed.

- Battery Type: VRLA Gel Tubular with rack and properly sized cables accessories.
- The manufacturer shall have: ISO 9001, ISO 14001, OHSAS 18001 Certificates
- Warranty of minimum 5 years from battery manufacturer in their letter head signed and stamped
- Cycle usage: Minimum 1,500 cycles @80% Depth of Discharge
- Average Self Discharge: $\leq 3\%$ per month at 25°C
- RETS Certification
- Bidder must submit the technical datasheet of Battery

III) Solar Charge Controller

The solar charge controller or regulator shall be Photovoltaic maximum power point tracking (MPPT) algorithm. The size of MPPT controllers shall be designed and selected in such a way that it is sufficient to regulate minimum 1.2 kWp solar PV power. The charge controller can be separate unit or inbuilt in the solar PV inverters. The charger in the microprocessor shall be controlling to get maximum power from the PV to charge battery bank with LCD display and front panel for easy and accurate setting.

- The manufacturer shall have: ISO 9001, ISO 14001 Certificates

- Warranty: Manufacturing warranty of minimum 5 years from charge controller manufacturer in their letter head signed and with company stamp
- Charger Peak Efficiency: 95%
- Type: Advanced microprocessor control type Maximum Power Point Tracking (MPPT) solar charge controller
- Charging stage: Three stage charging to provide quick and safe charging for battery
- Protection Function: Over charge, over discharge, lightning, reverse PV polarity protection, PV transient voltage surge, over temperature
- RETS Certification
- Bidder must submit the technical datasheet of Solar Charge Controller

IV) Solar PV Inverter

Solar PV Inverter shall be capable of providing AC power directly to the loads as well as charging the connected batteries. The inverter shall be capable of providing energy directly to the load bypassing the batteries and excess energy to charge the batteries.

- The manufacturer shall have: ISO 9001, ISO 14001 Certificates
- Warranty: Manufacturing warranty of minimum 5 years from inverter manufacturer in their letter head signed and stamped
- Surge Rating: The surge factor shall be at least 150% for 3 sec
- Output Wave form: Pure Sine Wave
- Peak Efficiency: Minimum 93%
- Inverter efficiency: The efficiency when operating loads at power levels within 40% to 90% of the rated load must be greater than 85%. The bidder must submit the efficiency curve of the inverter
- AC output Voltage: 230 \pm 10% Vac (L-N)
- Total Harmonic Distortion (THD) < 5%
- Power Factor: 0.8 Lag to 0.95 Lead
- Protection class: IP54 or above
- Battery Equalization: Automatic
- Protection: AC short circuit, AC overload, battery deep discharge
- RETS Certification
- Bidder must submit technical datasheet of PV Inverter

V) Support Structure for PV Modules

All the module structure shall be installed in such a way that it utilize optimum land surface and there must not be shadow on the solar array during day time. The PV frame should be able to resist at least 20 years of outdoor exposure without suffering significant damage or corrosion. The supporting structure must allow easy cleaning of the PV modules. The structure shall meet minimum of following technical standards and specifications.

- Tilt angle and orientation: 27- 30 degree and south facing
- The solar PV module structure must be made of MS hot dip galvanized suitable sections of rectangular tubes, angles and channels. The minimum size to be followed are; Vertical leg (Main leg): 40mmx80mmx2mm Rectangular tube Rafter or Purlins:

40mmx80mmx2mm Rectangular tube Column bracing or supporting bracing:
40mmx40mmx5mm angle Base plate: 200mmx200mmx6mm

- The minimum thickness of galvanization must be at least 85 microns.
- Support structure design and foundation or fixation mounting arrangements should withstand wind speed up to 170 km/hr.
- Clearance: Minimum necessary clearance between ground level and bottom edge of the PV modules/arrays must be at least 80cm
- The foundation of PV structure shall be minimum 0.8m deep with 0.3m (L) x 0.3m (B) size with 0.3m thick stone soling with sand filling and 0.3m (L) x 0.3m(B) x 0.8m(H) pillar in 1:2:4 PCC with 0.35m pillar above ground.

VI) Cables and Accessories

- All the outdoor cables must be UV protected and all cables must be for copper.
- Allowable voltage drop from PV Array to Inverter: <3%
- Allowable voltage drop from battery bank to inverter to battery bank: < 1%
- String junction boxes or string combiner boxes or main combiner boxes or grid connected AC combiner box: IP65.

VII) Earthing & Protection

- The metal casing of solar system components shall be grounded properly using adequate number of earthing kits.
- The solar PV system shall be provided with Lightning Arrestor (LA) and surge protection. Separate Earthing for LA and surge arrestor should be provided. The earthing plate/rod/strip should be copper.
- The resulting earthing resistance must be less than 4 Ohm
- DC and AC circuit breakers must be included as needed.

VIII) Others

- Appropriate labelling to the solar powered sockets, solar PV Power components and its wirings.
- Single Line Diagram (SLD) must be provided in Technical Bid.
- Safety breakers and surge protectors: Internationally Recognized certifications
- Safety Signage: High visibility warning signs such as electrical shock, acid burn, explosion etc shall be placed at the recommended sections

IX) Medical Fridge

- Capacity: Minimum 100 litres
- Operational Requirement: Freezer (100-110 litres), CFC-free.
- Technical Specification:
 - As Unicef S0002200 or equivalent.

- Compression type, with compressor running on R134a refrigerant.
- Holdover time 2.8 hours at external temperature of 43°C.
- Temperature control: Vaccine load remains below -15°C at +43°C ambient temperature. While freezing icepacks, the temperature of the full load of vaccines remains below -5°C and returns to below -15°C within the 24 hour freezing cycle.
- Built-in external thermometer display.
- 2 wire baskets.
- Accessories, spares and consumables: All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).
- Operating Environment: Voltage stabilizer of appropriate rating with minimum of 5 minutes cut-in delay.
- Standards and Safety Requirements:
 - This unit shall be certified to meet ISO9001 or ISO 13485:2003/AC: 2007.
 - Shall meet WHO/UNICEF standard: E3/RF.1.1.
 - Test and inspections as per WHO Procedure reference for Freezer.
- Must provide user training (including how to use and maintain the equipment).
- Comprehensive warranty for 1 year after acceptance.
- Energy Efficient label
- Supplier must accomplish proper installation & commissioning of the equipment on site.
- User (Operating) manual in English.
- Service (Technical / Maintenance) manual in English.
- List of important spare parts and accessories with their part numbers and costing.

X) Operation, Maintenance Manual and Training Program

The bidder shall provide system operation, technical instruction and maintenance manual in Nepali language upon completion of the project. Moreover, details of system wiring and connection diagrams shall be provided along with the manual. The supplier/contractor shall also provide operation and maintenance training as per the manual, to at least 2 persons selected by Health Post.

XI) System Warranty and Guarantee

The complete solar mini-grid system must be warranted against any manufacturing/ design/ installation defects for a minimum period of Two (2) years. Solar system components must be warranted as indicated in the technical specification

The Warrantee/Guarantee card to be supplied with the power plant must contain the details of the system supplied. The manufacturers can provide additional information about the system.

During the Warrantee/Guarantee period, Employer will have all the rights to cross check the performance of the solar power plant. Employer may carry out the frequent inspections of the system installed and randomly pick up its components to get them tested at any test centre. If during such tests any part is not found as per the specified technical parameters, Employer will take the necessary action. The decision of Employer in this regard will be final and binding to the Bidder.

XII) System Testing and Commissioning Requirement

Shop Test

- The bidder must submit the test report of the equipment from the accredited laboratory.

Site test

As per standard norms, following tests shall be carried out at the field.

- Full load test shall be conducted at site for a minimum duration of five hours with a maximum allowable downtime of 5% (for any and all reasons cumulatively) of the total test duration.
- Transmission and distribution system voltage drops testing: voltage drop at any line end shall not exceed 10% of nominal value.
- The power and energy output of solar PV array will be measured with the help of Electrical Power Analyzer for a whole day. The output energy at full sunny day shall be at least 90% of nominal value designed at 5 hours average sunshine.
- Each finished component or item installed at site shall be inspected against applicable requirements as indicated in the technical specifications.

Annex-3: Drawings

N/A

Annex-4: After-Sales Service Agreement

After-Sale Service Agreement

THIS AGREEMENT made on [Insert the date of agreement], and entered into by and betweenCommunity Health Unit [Insert Address] (hereinafter called the "First Party"), and.....Solar Company [Insert Address] (hereinafter called the "Second Party"). Community Health Unit and Solar Company are collectively referred to as "the Parties".

1. Background

Design, supply, installation and commissioning of the following project (s) have been completed by.....Solar company in accordance with the contract (Contract ID:.....) signed with Renewable World on [Insert the date of contract signing the contract]. The objective of the project was to electrify community health units using solar power to run the medical and other essential equipment.

After successful testing of the projects, Renewable World will facilitate for the handing over the project to community health units who are the owner of this project.

Company will provide after-sale services during warranty period of the project. In case of failure to provide the after-sale services during warranty period, Renewable World shall be entitled to draw on the Retention Fund up to the full amount of the bond.

2. Authority

The parties enters into this agreement pursuant to [GCC sub-clause-18.2](#).

3. Purpose

The purpose of this agreement is to outline the role and responsibility of the parties and Renewable World for the operation, repair and maintenance of the project during post construction phase, i.e during warranty period and beyond the warranty period.

4. Project

S N	Name of Project	Address	Beneficiary/ Owner	Project Completion and Takeover Date
1				
2				
3				
4				
5				
6				

5. Terms and Conditions

A. First Party

- i. First Party will notify Second Party within 72 hours if First Party notices any issues on the performance of the equipment.
- ii. First Party will provide reasonable assistance to the Second Party to visit the sites and perform their duties for repair-maintenance. For the avoidance of doubt the provision of such assistance shall not include any liability on the part of the First Party for the costs of the Second Party.
- iii. First Party will pay to second Party for their services and spare parts/equipment, if they are not covered by the defects liability warranty or the applicable warranty period specified in the Contract has expired.
- iv. First Party will make the payment for services and equipment according to the price schedule provided in table-1.
- v. If the project is not maintained in good condition and not in operation for more than 3 (three) months continuously, local government can take necessary action to bring the system in operation for its best use.
- vi. First Party will keep informed to Renewable World for all the communication made with second Party.

B. Second Party

- i. Second Party will respond with action plan to first Party within 72 hours after notified by First Party.
- ii. Second Party will reach to project site within a week after responding to first Party with necessary tools and equipment for repair-maintenance.
- iii. Second Party shall prepare detailed cost estimate for repair-maintenance after carrying out the full assessment at site and shall share the cost estimate with the first Party for their consent/approval.
- iv. Start repair-maintenance of the system after getting approval for the cost estimate and maintenance plan from the first Party. Second Party shall supply required materials and equipment for repair-maintenance of the system
- v. Second Party will bring the system to fully functional stage and prepare a report including all the activities performed during repair-maintenance.

C. Renewable world

- i. Renewable World will act as a facilitator to establish this after-sale service agreement.
- ii. Renewable World will provide its support to regulate this after-sale service agreement.
- iii. Renewable World shall have no liability to either the First or Second Parties for costs arising under this After Sales Service Agreement.

The Parties have agreed mutually the following rates for services and equipment. In case of the equipment/materials not listed in blow table, the rate will be fixed in mutual agreement by the Parties or consider the prevailing market rate.

Table-1: Cost for Equipment and Services

SN	Description	Price (NPR)	Remarks
1	Battery		
2	Inverter		
3	Charge Controller		
4			
5			
6	Visit Cost		Two visits are already covered in main contract
	- Labour Charge	@ NPR...../day	
	- Travel Cost		As per actual. Using economic means of transport.

Price is inclusive of all taxes

- 6. Validity of the Agreement:** This agreement will be effective from date signing by both parties and will remain valid till.....

First Party

Second Party

Name:

Name:

Position:

Position:

Organization:

Organization:

Contact Details:

Contact Details:

Date:

Date:

Organization Seal:

Organization Seal:

Annex-5: Retention Fund

(On letterhead of 'A' class commercial Bank)

[Bank's Name, and Address of Issuing Branch or Office]

Date:

Beneficiary: **[Name and address of the Employer]**

Guarantee No.:

RETENTION FUND

We have been informed that **[name and address of Contractor]** (hereinafter called "the Contractor") has entered into Contract No. **[Insert contract ID]** dated **[Insert the Contract signed date]** with you to execute **[Brief description of works]**.

Furthermore we understand that, according to the conditions of contract, the Contractor is required to provide a bank guarantee in the sum of **NPR.....** covering the Contractor's warranty obligations.

At the request of the Contractor, we **[Insert Name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of **NPR.....** upon receipt by us of your first demand in writing and your written statement stating:

That the Contractor is in breach of his obligations under the underlying contract, and the respect in which the principal is in breach.

This guarantee is valid until the _____ day of _____ 20____².

Signature and seal of the Guarantors

[Name and Signature]

[Seal of the bank]

² Insert the end date of warranty period. It is for 2 (years) from the date of issuance of takeover certificate unless otherwise stated.

Annex-6: Substantial Completion Certificate

[On letterhead of Employer]

Contract between [contractor Name, Address] **and** [Renewable World, Address]
For [PROJECT NAME]

Commencement Date: DD/MM/YYYY

SUBSTANTIAL COMPLETION CERTIFICATE

PROJECT: [Project Name]

WORKS: *[The design, supply, installation, Testing and commissioning, Repair & Maintenance Training, and After-Sale Services of 1.2kWp off-grid Solar System including independent solar vaccination refrigerator (minimum 100 litres capacity) in 10 (ten) different community health units in Surkhet, Nepal]*

The Project Manager has received the Contractor's final commissioning and testing report following final testing of the Works in the presence of the Project Manager in accordance with **Clause 10** of the General Conditions of Contract and has received the Contractor's application for Taking Over in accordance with **Clause 17** of General Conditions of Contract.

The Project Manager hereby certifies:

1. That the Works are complete except in respect of minor defects (listed in the schedule below) not affecting the use of the Works for their intended purpose;
2. All remaining deliverables under the Contract including the manuals, documentation, tools and training have been provided by the Contractor (with the exception of any items listed in the schedule below); and
3. The Contractor has signed the After Sales Service Agreement.

In consequence of which the Works achieved Substantial Completion on the date of this Substantial Completion Certificate and will be taken over by the Employer on [insert date] (The Taking Over Date).

The Contractor shall be responsible for remedying any defects or deficiencies in the Works arising prior to the Taking Over date (including those listed in the schedule below) and during the Warranty Period in accordance with the Contract.

Employer's Representative

Signature

Name

Position

Date

Schedule of Minor Defects and Remaining Deliverables at Substantial Completion

1.	
2.	
3.	

Annex-7: Renewable Worlds Enhanced Code of Conduct

To be applied within and out of working hours³

I, _____, acknowledge that I have read and understand Renewable World's Safeguarding Policy.

By signing this document, I agree:

- To comply with Renewable World's Safeguarding Policy and this Code.
- To report any concerns or incidents in line with procedures set out in the policy.
- To raise awareness of the policy and Code of Conduct in my work environment.

I will:

- Be committed to playing my part in creating a culture of openness and mutual accountability in the workplace. This culture will enable all safeguarding concerns to be both raised and discussed. This will in turn ensure inappropriate and abusive behaviour is challenged.
- Help create and/or uphold an environment that is safe, positive and encouraging, where people are listened to and respected as individuals.
- Ensure the use of the 'Two Adult Rule'. This means, when interacting with at-risk adults and/or children in a work context, I will ensure that another adult is always present or within line of sight at all times.
- Ensure physical contact is at all times appropriate and not an invasion of the individual's privacy.
- Use positive, non-violent methods to manage behavior.
- Respect an individual's dignity and their need to be safeguarded at all times when taking photographs, filming or writing reports.
- Ensure that when photographing, filming or interviewing children and adults, the guidelines within the policy are followed and that consent has been obtained, individuals are properly dressed and are not depicted in a way that is abusive, sexually provocative, demeaning or culturally inappropriate or that characterizes them as being reliant on the viewer⁴.
- Protect and handle personal data of others with care, to minimise the risks posed by third parties who receive information about children and adults from Renewable World or its partner organisations.
- Respond to safeguarding concerns according to the reporting protocol⁵.
- Comply with any investigation led by official bodies (including interviews) and make available any information necessary.

I will never:

- Engage in sexual activity or have a sexual relationship with a child, regardless of consent or local custom. Mistaken belief in the age of a child is not a defence.

³ For consultants and volunteers, this only applies while undertaking Renewable World business, but this includes out of working hours while on Renewable World business.

⁴ Consent form can be obtained from Renewable World.

⁵ Incident report form can be obtained from Renewable World

- Engage in sexual activity or have a sexual relationship with any project beneficiary, or potential beneficiary, regardless of consent or local custom. Mistaken belief in the age of a child is not a defence.
- Condone or in any way force an adult, or a child, to participate in any form of sexual activity, real or simulated, on the internet or in any other medium.
- Make sexually suggestive comments or actions to a child, even as a joke.
- Touch, hold, kiss or cuddle an adult at risk, or a child, in an inappropriate and/ or culturally insensitive way.
- Marry a person below the age of 18, regardless of consent or local custom.
- Help at-risk adults or children with acts of an intimate or private nature, which they can do for themselves. Such actions may only be undertaken for an individual who has acknowledged the need for that assistance directly, or through a parent/guardian.
- Engage in activities involving close body contact with at-risk adults and/or children, beyond professional requirements
- Hit or otherwise physically assault, or physically abuse anyone, nor use any form of corporal punishment as a disciplinary measure.
- Condone, or participate in behaviour with at-risk adults or children that is illegal, unsafe or abusive, including being part of harmful traditional practices, spiritual, ritualistic or substance abuse.
- Act in ways intended to shame, humiliate, belittle or degrade others, or otherwise perpetrate any form of emotional abuse.
- Exploit adults or children for their labour (e.g. domestic servitude, street begging) or for sexual purposes, or participate in the trafficking of children. 'Child domestic servitude' does not include occasional house help, babysitting, kitchen gardening during school holidays or general domestic tasks out of school time.
- Develop relationships with children or adults that could be deemed exploitative or abusive.
- Spend any time alone with an at-risk adult, or a child, away from others, behind closed doors or in a secluded area (in line with the 'Two Adult Rule')
- Take an at-risk adult, or a child, who has been involved in our programmes, to my home, or visit them in their home where I may be alone with them.
- Sleep in the same bed or the same room as an at-risk adult or a child met through work, or allow them to stay overnight at my home.
- Take an at-risk adult or a child met through work alone in a vehicle unless it is absolutely necessary, and only with parental/guardian and managerial consent.

Name:

Role/ Title:

Signature:

Location and date: