



BIDDING DOCUMENT

for

THE PROCUREMENT OF

Sundarpur BichGaun Ko Adhuro Sadak Kalopatre Nirman

National Competitive Bidding (NCB)
Single-Stage: Single-Envelope Bidding Procedure

Thakurbaba Municipality,

Sainawar, Bardiya

Issued on: 2083-06-20

Issued to: All Eligible Bidders

Invitation for Bids No.: TBM/W/Purbadhar/NCB-03/083/084

NCB No.: NCB-01

Contract Identification No.: TBM/W/Purbadhar/NCB-03/083/084



Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP ...	Development Partners
DoLI.....	Department of Local Infrastructure
e-GP.....	Electronic Government Procurement
ELI	Eligibility
EEC.....	Evaluation and Eligibility Criteria
GCC	General Conditions of Contract
GoN ¹	Government of Nepal
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
JV	Joint Venture
NCB	National Competitive Bidding
NRs	Nepalese Rupees
PAN	Permanent Account Number
PPA	Public Procurement Act, 2063
PPMO	Public Procurement Monitoring Office
PPR	Public Procurement Regulations, 2064
PS	Provisional Sum
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
VAT	Value Added Tax
WRQ	Works Requirements

¹ “GoN” word indicates all public entities according to Public Procurement Act, 2063



Table of Contents

Invitation for Bids	1
----------------------------------	----------

Part - I Bidding Procedures

Section - I Instructions to Bidders	3
Section - II Bid Data Sheet.....	24
Section - III Evaluation and Eligibility Criteria.....	30
Section – IV Bidding Forms.....	33

Part - II Requirements

Section - V Works Requirements	46
Section - VI Bill of Quantities.....	52

Part - III Conditions of Contract and Contract Forms

Section - VII General Conditions of Contract.....	61
Section - VIII Special Conditions of Contract.....	92
Section - IX Contract Forms	97



Invitation for Bids

Government of Nepal

Thakurbaba Municipality, Sainawar, Bardiya

Invitation for Bids No: TBM/W/Purbadhar/NCB-03/083/084

Date of publication: 2083/06/20

1. **Thakurbaba Municipality** invites sealed bids or electronic bids from Nepalese eligible bidders for the construction of “**Sundarpur BichGaun Ko Adhuro Sadak Kalopatre Nirman**” in **Thakurbaba Ward-07 in** under National Competitive Bidding procedures. The estimated amount for the works is **NRs. 35,69,439.13** (without VAT & Contingency but including PS).
2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of **Thakurbaba Municipality, Office of Municipal Executive, Sainawar, Bardiya** or may visit office website thakurbabamun.gov.np
3. A complete set of Bidding Documents viewed from the website of Thakurbaba Municipality and shall be purchased from the office of **Thakurbaba Municipality, Office of Municipal Executive, Sainawar, Bardiya** by eligible Bidders on the submission of a written application, along with a copy of company/firm registration certificate, and upon payment of a non-refundable fee of **Rs. 3000 till 2083/07/12** during office hours in the account as specified below.
Name of the Bank: NIC-Asia Bank Name of Office: Thakurbaba Municipality
Office Code no.: 80105128 Office Account no.: 1612050028296002
Rajaswa (revenue) Shirshak no.: 14213
4. Pre-bid meeting shall be held at **Thakurbaba Municipality, Office of Municipal Executive, Sainawar, Bardiya** on **2083/06/30 at 10:00**
5. Sealed bids must be submitted to the office of **Thakurbaba Municipality, Office of Municipal Executive, Sainawar, Bardiya** by hand/courier before **12:00 on 2083/07/13**. Bids received after this deadline will be rejected.
6. The bids will be opened in the presence of Bidders' representatives who choose to attend at **13:00 on 2083/07/13** at the office of **Thakurbaba Municipality, Office of Municipal Executive, Sainawar, Bardiya**. Bids must be valid for a period of **90 Days** from the bid submission deadline and must be accompanied by a bid security, amounting to a minimum of **Nrs.90,000/-**, which shall be valid for 30 days beyond the validity period of the bid.
7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case, the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.
8. Office has full authority to accept or reject the bid.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Part - I Bidding Procedures

Table of Contents

Section-I Instruction to Bidders.....	3
A. General	3
1. Scope of Bid	3
2. Source of Funds	3
3. Fraud and Corruption	3
4. Eligible Bidders	6
5. Eligible Materials, Equipment and Services	8
B. Contents of Bidding Document	8
6. Sections of Bidding Document	8
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	9
8. Amendment of Bidding Document	10
C. Preparation of Bids	10
9. Cost of Bidding	10
10. Language of Bid	10
11. Documents Comprising the Bid	10
12. Letter of Bid and Schedules	11
13. Bid Prices and Discounts	11
14. Currency of Bid and Payment	11
15. Period of Validity of Bids	12
16. Bid Security	12
17. Format and Signing of Bid	14
D. Submission and Opening of Bids	14
18. Sealing and Marking of Bids	14
19. Deadline for Submission of Bids	14
20. Late Bids	14
21. Withdrawal and Modification of Bids	15
22. Bid Opening	16
E. Evaluation and Comparison of Bids	17
23. Confidentiality	17
24. Clarification of Bids	17
25. Deviations, Reservations, and Omissions	17
26. Determination of Responsiveness	17
27. Nonconformities, Errors, and Omissions	18
28. Correction of Arithmetical Errors	19
29. Evaluation of Bids	19
30. Comparison of Bids	20
31. Employer's Right to Accept Any Bid, and to Reject Any or All Bids... ..	21
F. Award of Contract	21
32. Award Criteria	21
33. Letter of Intent to Award the Contract/ Notification of Award	21
34. Performance Security	22
35. Signing of Contract	22
36. Complaint and Review	22

2

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



SECTION– I: Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

A. General	
1. Scope of Bid	1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section V (Works Requirements). The name, identification, and number of lots (Contracts) / multiple contracts of the National Competitive Bidding (NCB) are provided in the BDS. 1.2 Throughout this Bidding Document: (a) the term “in writing” means communicated in written form and delivered against receipt through e-GP system or e-mail or fax or courier; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) “day” means calendar day.
2. Source of Funds	2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. Or Public Entities' own Resource Funded: In accordance with its annual program and budget, approved by the public entity, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. Or DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) indicated in the BDS toward the cost of the project named in the BDS. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. 2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan/Grant Agreement”), and will be subject in all respects to the terms and conditions of that Loan/Grant Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.
3. Fraud and Corruption	3.1 Procuring Entities as well as bidders, suppliers and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



standard of ethics during the procurement and execution of such contracts. In pursuance of this;

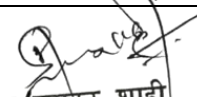
(a) the Employer adopts, for the purposes of this provision, the terms as defined below:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP’s contractual rights of audit or access to information; and
- (vi) “integrity violation” is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) the Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;

(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.

(d) DP will impose remedial actions on a firm or an individual, at any time,


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and (e) The Contractor shall permit the GoN/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.
	3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: (a) give or propose improper inducement directly or indirectly, (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price, (g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
	3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract. (d) if the successful bidder fails to sign the contract. (e) if the bidder fails to inform or informs after the specified time about the

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	saturation of the maximum number of contracts as per ITB 4.9. (f) a Bidder requests for withdrawal or modification of its bid: (i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission. (g) if the bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification pursuant to ITB 24.1. (h) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 24.1. 3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay a loan disbursed by a bank or financial institution, and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO, the competent authority and/or the DP. 3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder. 3.6 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and GCC 72.3(j).
4. Eligible Bidders	4.1 A Bidder may be a natural person, private entity, or government - owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV: (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be as specified in the BDS. The eligibility criteria requirement of the parties to the JV shall be as specified in Section III Evaluation and Eligibility Criteria, and (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution. 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

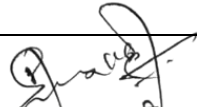


	proposed sub-Contractors or suppliers for any part of the Contract including related services.
	4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. if any of, including but not limited to, the following apply: (a) they have controlling partners in common; or (b) they receive or have received any direct or indirect subsidy from any of them; or (c) they have the same legal representative for purposes of this bid; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or improperly influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)-(d) above, this does not limit the participation of the same subcontractor in more than one bid; or (f) a Bidder or any of its affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract. or (h) a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity.
	4.4 A firm that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. A firm shall not be eligible to participate in any procurement activities under a DP-financed, -administered, or -supported project while under temporary suspension or debarment by DP pursuant to the DP's Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by the DP, or enforced by other DPs pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
	4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.
	4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
	4.7 Firms shall be excluded in any of the cases, if (a) by an act of compliance with a decision of the United Nations

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. (b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them. 4.8 The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured maximum number of construction contracts (in open competitive bidding) as specified in BDS and has not yet completed the work as stipulated in the respective contracts. 4.9 For the purpose of ITB 4.8 above, the bidder shall declare that the bidder, and all parties constituting the Bidder have not already secured maximum number of construction contracts (in open competitive bidding in procurement of works) as specified in BDS. If the bidder, and all parties constituting the Bidder has participated in bidding processes of many public entities and during that period the maximum number of contracts have been attained as specified saturates due to issuance of letters of acceptance by a particular public entity, the bidder shall inform in writing to all other concerned public entities, where the bidder have participated in bidding process, within three days of issuance of last letter of acceptance that saturates the maximum number of contracts as specified.
5. Eligible Materials, Equipment and Services	5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in the BDS and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services. 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
B. Contents of Bidding Documents	
6. Sections of Bidding Document	6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. PART I Bidding Procedures


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत



	Section I	Instructions to Bidders (ITB)
	Section II	Bid Data Sheet (BDS)
	Section III	Evaluation and Eligibility Criteria (EEC)
	Section IV	Bidding Forms (BDF)
	PART II Requirements	
	Section V	Works Requirements (WRQ)
	Section VI	Bill of Quantities (BOQ)
	PART III Conditions of Contract and Contract Forms	
	Section VII	General Conditions of Contract (GCC)
	Section VIII	Special Conditions of Contract (SCC)
	Section IX	Contract Forms (COF)
	6.2 The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.	
	6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.	
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its bid all information and documentation as is required by the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.	
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received within the period as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 17.2	
	7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all 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.	
	7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs,	

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	and expenses incurred as a result of the inspection.
	7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS . The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS .
	7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer as mentioned in BDS .
	7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
	7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addendum or several addenda.
	8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
	8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 19.2. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.
C. Preparation of Bids	
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise the following: (a) Letter of Bid; (b) completed Bill of Quantities (BoQ), in accordance with ITB 12 and ITB

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	13, or as stipulated in the BDS; (c) Bid Security, in accordance with ITB 16; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 17.2; (e) documentary evidence of establishing the Bidder's eligibility; (f) Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement. The Joint Venture agreement, or letter of intent to enter into a Joint Venture including a draft agreement shall indicate at least the parts of the Works to be executed by the respective partners; (g) Table of Price Adjustment (if applicable); and (h) any other required documents required, in the BDS. 11.2 The Bidder is solely responsible for the authenticity of the submitted documents.
12. Letter of Bid and Schedules	12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section IV (Bidding Forms) and in Section VI (Bill of Quantities). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Bid Prices and Discounts	13.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below. 13.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section VI (Bill of Quantities). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. 13.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total price in the Letter of Bid may result in rejection of the Bid. 13.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1. 13.5 If so indicated in ITB 1.1 and ITB 29.4, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 13.4, provided the bids for all Contracts are

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

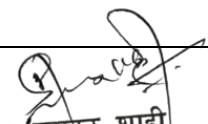


	submitted and opened at the same time. 13.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings. 13.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
14. Currency of Bid and Payment	14.1 The currency of the bid and payment shall be in Nepalese Rupees.
15. Period of Validity of Bids	15.1 Bids shall remain valid for the period specified in the BDS. The bid validity period shall start from the bid submission deadline as prescribed by the Employer in accordance with ITB 19.1. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. In the case of electronic bid submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for bid submission. However, the validity period of the bids shall still be counted from the original bid submission deadline. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive. 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 16, 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 request shall not be required or permitted to modify its bid and to include any additional conditions against the provisions specified in Bid Documents.
16. Bid Security	16.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	16.2 The bid security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 15.2. A bid security valid for a shorter period shall be rejected by the Employer as nonresponsive. 16.3 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid, then Bid shall be rejected. 16.4 The public entity shall return the bid securities except those that are to be forfeited as per ITB 16.5 to the respective bidders within three (3) days after the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant, to ITB 34.1 and ITB 35.1. 16.5 The bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 15.2: (i) during the period of bid validity specified by the Bidder on the Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission. (b) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 24.1; (c) a Bidder involves in fraud and corruption pursuant to ITB 3.1; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with ITB 29.5, ITB 29.8 and ITB 34.1; or (ii) sign the Contract in accordance with ITB 35.1 or (iii) accept the correction of arithmetical errors pursuant to ITB 28.1; (e) if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.9. 16.6 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
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 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत

 १७. Format and Signing of Bid मंगल बहादुर शाही प्रमुख प्रशासकीय अधिकृत (स्था: २०७३)	17.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it ORIGINAL". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 18.1(b), 17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid. 17.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
D. Submission and Opening of Bids	
18. Sealing and Marking of Bids	18.1 Unless otherwise specified in BDS, Bidders shall submit their bids by electronic or by mail/by hand/by courier. Procedures for submission, sealing and marking are as follows: (a) Bidders submitting bids by mail, by hand or by courier i. Bidders shall enclose the original and each copy of the Bid. These envelopes containing the original and the copies shall then be enclosed in one single envelope. ii. The inner and outer envelopes shall: (aa) bear the name and address of the Bidder; (bb) be addressed to the Employer as provided in BDS 19.1; (cc) bear the specific identification of this bidding process indicated in BDS 1.1; and (dd) bear a warning not to open before the time and date for bid opening. iii. 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. (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in BDS.
19. Deadline for Submission of Bids	19.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. In case of e-submission, the standard time for e-submission is Nepalese Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.

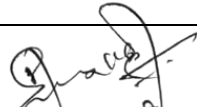

 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत



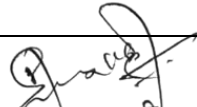
गण्डक गाउँपालिका सुनसरी, बर्दिया लुम्बिनी प्रदेश, नेपाल (स्था: २०७३)	19.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
20. Late Bids	20.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 19. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
21. Withdrawal, and Modification of Bids	21.1 A Bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-submission. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 17.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (aa) prepared and submitted in accordance with ITB 17 and ITB 18, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and (bb) received by the Employer twenty-four hour prior to the deadline prescribed for submission of bids, in accordance with ITB 19. ii) E-submitted bids. a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. 21.2. Bids requested to be withdrawn in accordance with ITB 21.1 shall not be opened. In case of hard copy submission, the Bid will be returned unopened to the Bidders. 21.3 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time. 21.4 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity. 21.5 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered. 21.6 The following provisions apply for withdrawal or modification of the Bids: (i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for



	submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. (ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. 21.7 Once a Bid is withdrawn, bidder will not be able to submit another bid for the same bid.
22. Bid Opening	22.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend. 22.2 The Employer shall download the e-submitted bid files. The e-GP system allows the Employer to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid opening committee. 22.3 Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete. 22.4 Thereafter, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further. 22.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 20.1. 22.6 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत

 गणतन्त्र नेपाल मन्त्रिपरिषद्को कार्यालय सुदूरपश्चिम प्रदेश, कैलाली जिल्ला (स्था: २०७३)	E. Evaluation and Comparison of Bids 23.1 Information relating to the examination, evaluation, comparison, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. 23.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid. 23.3 Notwithstanding ITB 23.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
24. Clarification of Bids	24.1 To assist in the examination, evaluation, and comparison of the bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 28. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 11.1 for verification of submitted documents for acceptance of the e-submitted bid. 24.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid shall be rejected.
25. Deviations, Reservations, and Omissions	25.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
26. Determination of Responsiveness	26.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11. 26.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत

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27. Nonconformities, Errors, and Omissions	27.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation, or omission. 27.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid. 27.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Eligibility Criteria). 27.4 If the monetary value of such non-conformities is found to be more than fifteen percent of the Bid Price of the bidder on account of minor discrepancies pursuant to ITB 27.3, such bid shall be considered non responsive and shall not be involved in evaluation.
28. Correction of Arithmetical Errors	28.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis: (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in



गङ्गाबहा बगरपालिका नगर कार्यपालिकाको कार्यालय सुम्बिनी प्रदेश, नेपाल (स्था: २०७३)	the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above. 28.2 If a Bidder does not accept the correction of arithmetical errors, its bid shall be disqualified and its bid security shall be forfeited.
29. Evaluation of Bids	29.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. 29.2 To evaluate a bid, the Employer shall consider the following: (a) the bid price, excluding Value Added Tax and Provisional Sums in the Summary Bill of Quantities, for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively; (b) adjustment for correction of arithmetic errors in accordance with ITB 28.1; (c) adjustment due to discounts offered in accordance with ITB 13.4; (d) adjustment for nonconformities in accordance with ITB 27.3; (e) application of all the evaluation factors indicated in Section III (Evaluation and Eligibility Criteria); If the evaluated Bid Price of the Bidder is more than 30 (thirty) percent below or substantially higher than the cost estimate, the Employer shall reject the Bid as non-responsive. 29.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation. 29.4 If this Bidding Document allows Bidders to quote separate prices for different Lots (Contracts), and to award multiple Contracts to a single Bidder as specified in BDS, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Eligibility Criteria). 29.5 If the bid for a Unit Rate Contract, evaluated as per ITB 30.1, is front-loaded or has quoted abnormally high rate for any item believing that the item was underestimated, the Employer shall require the Bidder to provide clarification along with detailed rate analysis, for any or all items of the Bill of Quantities as per ITB 24.1. The rate analysis submitted shall be analyzed and compared against prevailing norms and rates, on the basis of the work execution methodology, technology, and management methods specified by the bidder. If the clarification is deemed unsatisfactory, the Employer shall require that the amount of the performance security be increased at the expense of the Bidder as specified in BDS. 29.6 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



गण्डक गाउँपालिका नगर कार्यपालिकाको कार्यालय सुम्बिनी प्रदेश, नेपाल (स्था: २०७३)	substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 24.1, the bid shall not be considered for further evaluation. 29.7 If all the Bids evaluated are substantially higher than the cost estimate, the employer may negotiate with the bidder who submitted the lowest evaluated substantially responsive Bid to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations. 29.8 If no agreement can be reached as per ITB 29.7, the employer shall cancel the procurement proceedings.
30. Comparison of Bids	30.1 The Employer shall compare all substantially responsive bids in accordance with ITB 29.2. The Employer shall determine the Average Bid Price of all the substantially responsive Bids. The Bid Price which is closest to the Average Bid Price AND is not substantially higher than the cost estimate shall be selected for awarding the contract. In case two or more Bid Prices are determined to be equally closest to the Average Bid Price, the Bid Price which is below the Average Bid Price shall be selected for awarding the contract. 30.2 While evaluating the Bid Price as per ITB 30.1, if the Bid Price of two or more Bidders is found to be equal, the Employer shall select the bid for awarding the contract by drawing of lots in presence of Bidders' designated representatives who choose to attend in date, time and place as notified by the Employer in writing to the concerned bidders. The Bidders' representatives who are present shall be requested to sign a record evidencing their attendance. The omission of a Bidder's signature on the record or the absence of a Bidder during the drawing of lots shall not invalidate the contents and the effect of the record. The method of drawing of lots shall be determined by the Employer.
31. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	31.1 The Employer 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. 31.2 The public entity shall give notice of the rejection of bids or the cancellation of the procurement proceedings pursuant to ITB 31.1, along with the reasons for such rejection or cancellation, to all bidders participating in the bid. 31.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 31.2, the grounds for the rejection of all bids or the cancellation of the procurement proceedings, the public entity shall provide such information to that bidder.
F. Award of Contract	
32. Award Criteria	32.1 The Employer shall award the Contract to the Bidder whose Bid Price is selected as per ITB 29.7, ITB 30.1 or ITB 30.2 and is substantially responsive to

	the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
33. Letter of Intent to Award the Contract/Notification of Award	33.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 32.1 within seven days of the selection of the bid, in writing that the Employer 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. 33.2 After issuance of the notice under ITB 33.1 if the concerned bidder provides information pursuant to ITB 4.9 regarding saturation of maximum number of contracts, the employer shall disqualify the bidder and shall select the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 32.1 and notify accordingly as per ITB 33.1. 33.3 If no bidder submits an application pursuant to ITB 36 within a period of seven days of the notice provided under ITB 33.1, the Employer shall, accept the bid selected in accordance with ITB 32.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days. 33.4 After communicating letter of acceptance under ITB 33.3, if the concerned bidder provides information pursuant to ITB 4.9 regarding saturation of maximum number of contracts, the employer shall reject the bid of that bidder and shall select the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 32.1 and shall issue the notice accordingly as per ITB 33.1. In such case bid security of the rejected bidder shall not be forfeited.
34. Performance Security	34.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in an amount equal to 5 (five) percent of the Bid Price from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The Bid Price shall be without VAT but including Provisional Sum. 34.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 32.1 whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 33.
35. Signing of	35.1 The Employer and the successful Bidder shall sign the Contract Agreement



	within the period as stated ITB 34.1. 35.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (vii) contract price. 35.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 33.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing. 35.4 If the bidder whose bid is accepted fails to sign the contract as stated ITB 35.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
36. Complaint and Review	36.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 33.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds. 36.2 Late application filed after the deadline pursuant to ITB 36.1 shall not be processed. 36.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 36.1: (a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or (b) to reject the application. The decision of the chief of Public Entity shall be final.


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत



SECTION - II

Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I. Instructions to Bidders.

A. General	
ITB 1.1	The number of the Invitation for Bids is : TBM/W/Purbadhar/NCB-03/083/084
ITB 1.1	The Employer is: Thakurbaba Municipality
ITB 1.1	Multiple Contract or lots (contracts) is not applicable
ITB 2.1	The name of the Project is Sundarpur BichGaun Ko Adhuro Sadak Kalopatre Nirman The implementing agency is Thakurbaba Municipality Sainawar, Bardiya
ITB 4.1 (a)	Maximum number of partner in a joint venture shall be : 3 (three)
ITB 4.2	For GoN funded: Eligible countries: Nepal
ITB 4.4	For GoN: website address for the list of debarred firms: blacklist.ppmo.gov.np/blacklisted
ITB 4.8 & ITB 4.9	For GoN Funded: The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured five (5) construction contracts (in open competitive bidding) and has not yet completed the work as stipulated in the respective contracts. Following Procurement of Works contracts shall not be counted for this purpose: a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D) b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR. c) The works for which tenders were invited or contracts accepted under all types of foreign assistance. Maximum number of running contracts that a Bidder, and all parties constituting the Bidder can have shall be : 5 (Five)
ITB 5.1	For GoN funded: For the purpose of Country of Origin: “all Countries”


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत

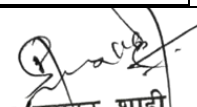


B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Mangal Bahadur Shahi Address: Thakurbaba Municipality Telephone: : 9851253351 Electronic mail address: thakurbabamun@gmail.com
ITB 7.4	A Pre-Bid meeting "shall" held. Pre-Bid Meeting will Take place at the following date, time and place: Date: 2083/06/30 Time: 10:00 Place: Thakurbaba Municipality Office A site visit "shall not be" organized by the Employer.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than 10 days prior to the deadline for submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English / Nepali
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts: _____
ITB 11.1 (h)	The Bidder shall submit with its bid the following additional documents: None
ITB 13.6	The prices quoted by the Bidder "shall not be" subject to adjustment during the performance of the Contract.
ITB 15.1	The bid validity period shall be: Ninety (90) days .
ITB 16.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal with a minimum of NRs 90,000/- which shall be valid for 30 days beyond the validity period of the bid.
ITB 16.2 (b)	Account Name: Dharauli Khata Bank Name: NIC Asia Bank Bank Address: Bhurigaun Branch Account Number: 1612050523888013
ITB 17.1	In addition to the original of the bid, the number of copies is: Two (2)
ITB 17.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii)


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.								
D. Submission and Opening of Bids									
ITB 18.1	Bidders shall have the option of submitting their bids <i>by hand / by courier/by Postal Service: All</i>								
ITB 18.1 (b)	<u>Electronic bid submission procedure:</u> (a) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in this clause. i. Bidders who choose to submit their bids electronically, can view/download the bidding documents from “<i>published bids</i>” section of e-GP system, https://bolpatra.gov.np/egp. ii. For the purpose of e-Submission, the bidder shall, at first, register in e-GP system and maintain their organization profile data and documents required during bid response preparation. The details of e-GP registration and profile management procedure are specified in Article No 9 and 10 respectively of e-GP Directives issued by PPMO, which can be downloaded from Download section of e-GP system. iii. The bidders shall prepare their bids using data and documents maintained in bidder’s profile, instruction provided by e-GP system and forms/format provided in the bidding document. iv. Bidders may submit bids as a single entity or as a joint venture (JV). Bidder submitting bid in JV shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder’s registration. v. Bidders (all partners in case of JV) shall update their profile data and documents required during preparation and submission of their bids. vi. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation. vii. Bidders shall submit the required documents as specified in Section I-Instruction to Bidders, Section II-Bid Data Sheet and Section III-Evaluation and Eligibility Criteria of the bidding document. The format of the documents shall be in PDF and/or web form as provisioned in the e-GP system. The required forms and documents shall be part of bid. <table><tr><th>No.</th><th>Document</th><th>Requirement</th><th>Remarks</th></tr><tr><td>1.</td><td>Letter of Bid</td><td>Mandatory</td><td>PDF</td></tr></table>	No.	Document	Requirement	Remarks	1.	Letter of Bid	Mandatory	PDF
No.	Document	Requirement	Remarks						
1.	Letter of Bid	Mandatory	PDF						


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



2.	Bid Security / Bank Guarantee	Mandatory	PDF
3.	Firm or Company registration Certificate	Mandatory	PDF
4.	VAT and PAN registration Certificate	Mandatory (for domestic bidders only)	PDF
5.	Business Registration Licence	Mandatory	PDF
6.	Tax Clearance Certificate FY 2082/83/ Tax return submission evidence / evidence of time extension	Mandatory (for domestic bidders only)	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Joint venture agreement	Mandatory in case of JV Bids Only	PDF
9.	Completed Bill of Quantities (BoQ)	Mandatory	Online Forms
10.	Price Adjustment Table (if Applicable)	Mandatory (If Applicable)	Online Forms
11.	Additional documents specified in ITB 11.2 (h)	Mandatory (If any)	PDF

Note:

- a) The documents specified as “Mandatory” should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.
- b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.

viii. After providing all the details and documents, the e-GP system will generate bid response documents for the bidder. Bidders shall download, verify and confirm the bid response documents prior to bid submission.

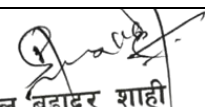
ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and then only allow bidders to submit their bid.

x. Electronically submitted bids can be modified and/or withdrawn through the system within the bid submission deadline.

xi. The bidder/bid shall meet the following requirements and conditions for e-submission of bids;

aa) The e-submitted bids must be readable through PDF reader.

bb) The bidders are fully responsible for using the e-GP system as per specified procedures and in no case the employer shall be held liable for


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत



	bidder's inability to use the system. cc) When a bidder submits electronic bid through the e-GP System, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the bidding document and e-GP instruction including the provision stipulated in e-GP Directives.
ITB 19.1	<u>For bid submission purposes only, the Employer's address is :</u> Attention: Mangal Bahadur Shahi Address : Thakurbaba Municipality Sainawar, Bardiya <u>The deadline for bid submission is :</u> Date : 2083/07/13 Time : 12:00
ITB 22.1	The bid opening shall take place at : Address : Thakurbaba Municipality Sainawar, Bardiya Date : 2083/07/13 Time : 13:00
E. Evaluation and Comparison of Bids	
ITB 29.4	Bidders are <i>"not permitted"</i> to quote separate prices for lots (Contracts), and a single Bidder will be awarded multiple lots (Contracts) based on provision of <i>Paragraph 1.1, Multiple Contracts Section III (Evaluation and Eligibility Criteria)</i>
ITB 29.5	The amount of the performance security be increased by Eight (8) percent of the quoted bid price (without VAT but Including PS).


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



SECTION - III

Evaluation and Eligibility Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and eligible Bidders. GoN/DP requires bidders to be qualified by meeting predefined eligibility criteria. In accordance with ITB 29, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Evaluation

In addition to the criteria listed in ITB 29.2 (a) - (e) the following criteria shall apply:

1.1 Multiple Contracts

Pursuant to Sub-Clause ITB 29.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Works are grouped in multiple contracts and pursuant to Sub-Clause 29.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

1.2 Quantifiable Nonconformities and Omissions

Subject to ITB 13.2 and ITB 29.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

[*Insert in bidding document:* “Pursuant to ITB 27.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.”]

2. Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1 Conflict of Interest					
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
2.2 Government/DP Eligibility					
Not having been declared ineligible by government/DP, as described in ITB Sub-Clause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid

28

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

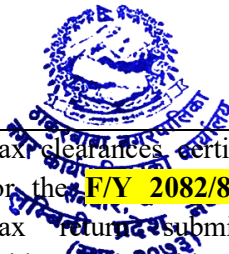


2.3 Government owned Entity					
Bidder required to meet conditions of ITB Sub-Clause 4.6	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid, Forms ELI - 1, ELI - 2, with attachments
2.4 UN Eligibility					
Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.7.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
2.5 Bidder's Running Contracts					
Bidder's have not yet secured five (5) number of construction contracts ² (in open competitive bidding) as described in ITB Sub-Clause 4.8.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid, Form ELI-3
2.6 Other Eligibility					
Firm or Company Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration License	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

²Note: Following Procurement of Works contracts shall not be counted for this purpose:

- The works for which tender were invited or contracts accepted before 2078-12-03 B.S or March 17, 2022 A.D
- The works for which tender have been invited and contracts accepted after 2078-12-03 B.S or i.e March 17, 2022 A.D and accepted but the work acceptance report has been approved according to Rule 117 of PPR.
- The works for which tenders were invited or contracts accepted under all types of foreign assistance

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Tax clearance certificate for the F/Y 2082/83. or Tax return submission evidence or evidence of tax time extension for.	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment



SECTION - IV

Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत 31



Letter of Bid

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

Date:

Name of the contract:

Invitation for Bid No.:

To: *[Insert Complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: *[Insert Description of the works]*.
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[Insert one of the options below as appropriate]* or when left blank is the Bid Price indicated in the Bill of Quantities.

Option 1, in case of single contract: Total price is: *[insert the total price of the Bid in words and figures]*;

Or

Option 2, in case of multiple lots (contracts): (i) Total price of each lot (contracts): *[insert the total price of each lot in words and figures]*; (ii) Total price of subject contract [say Lot1] and Lot2 [another contract] *[insert the total price in words and figures]*; (iii) Total price of subject contract [say Lot1] and Lot3 [another contract] *[insert the total price in words and figures]*; Total price of subject contract [say Lot1], Lot2 [another contract], Lot3 [another contract], *[insert the total price in words and figures]*;

- (d) The discounts offered and the methodology for their application for subject contract [single contract] are: [For Bidding Documents not provisioning multiple contracts]

Add following if Bidding Document provisions applicability of multiple contracts


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



The discounts offered and the methodology for their application for subject contract [say Lot1] and Lot2 [another contract] are:.....

The discounts offered and the methodology for their application for subject contract [say Lot1] and Lot3 [another contract] are:.....

The discounts offered and the methodology for their application for subject contract [say Lot1], Lot2 [another contract] and Lot3 [another contract],....., are:.....

[Note:

1. Formulate possible combinations depending upon the number of lots under Bidding Process and modify accordingly Paragraph (c) and (d)]

(e) Our bid shall be valid for a period of*[insert validity period as specified in ITB 15.1]* 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;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;

(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3;

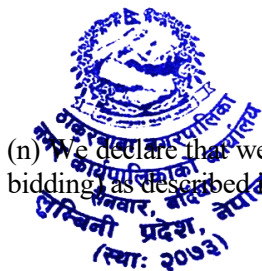
(j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(k) [We are not a government owned entity] / [We are a government owned entity but meet the requirements of ITB 4.5]; *

(l) 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;

(m) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



(n) We declare that we have not yet secured five (5) number of constructions contracts³ (in open competitive bidding) as described in ITB Sub-Clause 4.9.

(o) We understand that you are not bound to accept the **bid closest to the Average Bid Price** or any other bid that you may receive; and

(p) If awarded the contract, the person named below shall act as Contractor's Representative:

(q) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

(r) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the Employer.

Name: *[insert complete name of the person signing the Bid]*.....

In the capacity of *[insert legal capacity of person signing the Bid]*.....

Signed *[signature of the person whose name and capacity are shown above]*.....

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*.....

Date *[insert date of signing]*.....

* Note: Use one of the two options as appropriate.

³ Note: Following Procurement of Works contracts shall not be counted for this purpose

a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D).

b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) and accepted but the work acceptance report has been approved according to Rule 117 of PPR.

c) The works for which tenders were invited or contracts accepted under all types of foreign assistance.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Table of Price Adjustment Data⁴

[To be used if Price Adjustment is applicable as per GCC 53.1]

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - adjustable (A)			0.15	0.15
	Labor (b)				
	Materials (c)***				
	...				
	Equipment usage (d)				
		Total			1.00

*Normally following source of index shall apply. Public Entity shall choose applicable Index for each item.

(a) Labor:

"National Salary and Wage Rate Index"- "Construction Labor" of Nepal Rastra Bank

or

rate fixed by District Rate Fixation Committee

(b) Material: "National Wholesale Price Index" - Construction Materials" of Nepal Rastra Bank

(c) Equipment usage:

"National Wholesale Price Index"- "Machinery and Equipment" of Nepal Rastra Bank

or

"Fuel" Price fixed by Nepal Oil Corporation.

** Bidders proposed weightings should be within the range specified by the Employer in column - 5

***Note: The materials can be broken down into major construction materials if necessary. In this case the source of index shall be the specified by Employer, preferably as per the published ex-factory price or published price from the sole authorized seller.

⁴ Non-compliance of the data (stipulated by the bidder in this table) with requirements described here shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.



Table of Price Adjustment Data⁵

[To be used if Price Adjustment is applicable as per GCC 53.6]

Code	Construction Material*	Unit	Base Price (NRs/Unit) (Ex-factory)	Source (Factory)**
1	2	3	4	5

* Major construction materials to be specified by Employer in column - 2.

** Base Price and source normally to be specified by Employer (or alternatively informed to be proposed by bidder) in column 4 and 5.

Note:

The base prices of the construction materials shall be taken as of 30 days before the deadline for submission of the Bid as quoted by the Bidder and verified by the Employer. For the purpose of calculation of price adjustment, the Ex-factory price of the same source shall be taken into consideration.

⁵ Non-compliance of the data (stipulated by the bidder in this table) with requirements described here shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Bid Security

Bank Guarantee

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

(On letterhead paper of the Bank)

Beneficiary: [Insert name and address of Employer]

Date:

Bid Security No.:

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of [Insert name of Contract] under Invitation for Bids No. [insert IFB No.] ("the IFB").

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

At the request of the Bidder, we [Insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Nepalese Rupees. [Insert amount in figures and amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn or modifies its Bid:

- (i) during the period of bid validity specified by the Bidder on the Letter Bid, in case of electronic submission
- (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB; or
- (d) is involved in fraud and corruption in accordance with the ITB; or
- (e) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 24.1; or
- (f) if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.9.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758 .except that the supporting statement under Article 15(a) is hereby excluded.

... Bank's seal and authorized signature(s) ...

Note:

The bid security of has been counter guaranteed by the Bank on (Applicable for Bid Security of Foreign Banks).

37
मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Bidder's Information Format

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत 38



Bidder's Information

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm or JV named in above, in accordance with ITB 17.2. 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.	


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm named above, in accordance with ITB .2. 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	



Form ELP-3 Bidder's Running Contracts****

Each member of a JV must fill in this form

Bidder's Running Contracts					
Name of office	Contract Identification no.	Source of Fund*	Date of issuance of Letter of Acceptance	Status of contract**	Date of Issuance of Taking Over Certificate***

* Mention GON funded or DP funded or Other PE (Insert name) funded

** Mention "Yet to sign" if contract is not signed, "Running" if contract has been signed and contract is running and "Substantially completed" if taking over certificate has been issued.

*** Insert date of issuance of taking over certificate if the awarded contract has been substantially completed and taking over certificate has been issued.

****Note: Following Procurement of Works contracts shall not be counted for this purpose

- The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D).
- The works for which tender have been invited and contracts accepted 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR.
- The works for which tenders were invited or contracts accepted under all types of foreign assistance.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Part – II

REQUIREMENTS


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Table of Clauses

Section - V	Works Requirements	46
	Scope of Work	47
	Specifications	48
	Notes on the Specifications	48
	Sample Clause: Equivalency of Standards and Codes	49
	Drawings	50
	Supplementary Information	51
Section - VI	Bill of Quantities	52
	Notes for Unit Rate Contracts	52
	Preamble of Bill of Quantities	53
	Bill of Quantities	56

43

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SECTION - V

Works Requirements

This Section contains the Scope of Work, Specification, the Drawings, and supplementary information that describe the Works to be procured.


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Scope of Work

*The works consist of the construction of an asphalt road in Thakurbaba Municipality-07.
The current road top surface is stable and is gravel (Sub-base).*


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Specifications

Notes on the Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is encouraged by the Funding Agency in case of funding assisted projects. Most specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. The available standard specification of works of Ministry of Physical Infrastructure and Transport, DoLI and Other line Ministries can be adopted for respective civil construction works.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, however it may not necessarily be adequate to be used in a particular Works Contract and may necessitate preparation of Particular (Special) Specifications to amend and or supplement the provision of the General Specifications to meet the requirement of the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Nepal or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

Employers should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in the Procurement Documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential bidders. For example:

The Employer should provide a description of the selected parts of the Works with appropriate references to Drawings, Specifications, Bill of Quantities, and Design or Performance criteria, stating that the alternative solutions if applicable shall be at least structurally and functionally equivalent to the basic design parameters and specifications.


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प्रमुख प्रशासकीय अधिकृत



Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 30 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents. These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Procurement Documents. They should not be included in the final documents.


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STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS

2073

(With 3rd Amendment 2082)



SECTION 100 - GENERAL

101 INTRODUCTION

These Specifications shall apply to all such road and bridge works as are required to be executed as per Contract or as per instruction of the Engineer. All Work performed shall be in conformity with the lines, grades, slopes, cross-sections super elevation data, and dimensions as shown in the Drawings. If the Drawing, Special Provisions, or these Specifications, state specific tolerances, then the Work shall be performed within those limits.

The quality of materials, processing of materials as may be needed at the site, salient features of the construction work and quality of finished work shall comply with the requirements set forth in succeeding sections. Where the drawings and Specifications describe a portion of the work in only general terms, and not in complete detail, it shall be understood that only the sound practice is to prevail, materials and workmanship of the best quality are to be employed and the instructions of the Engineer are to be fully complied.

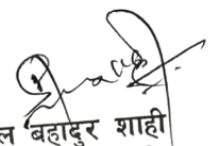
102 DEFINITION

The words such as Contract, Contractor, Engineer / Engineer In charge, Drawings Employer, Government, Works and site used in this specification shall be considered to have the meaning as specified in definitions of these terms given in the General conditions of Contract.

103 SCOPE OF WORK

- (1) The work to be carried out under the Contract shall be generally described in the Bid Documents as Well as in the Bill of Quantities furnished in the Bid Documents.
- (2) The works to be performed shall also include all general works preparatory to the construction of roads, bridges, canal crossings, drainage and all due and satisfactory construction, completion and maintenance of works to the intent and meaning of the drawings and these specifications and further drawings and other instruction that may be issued by the Engineer from time to time.

The scope of work shall include compliance by the Contractor with all conditions of Contract whether specifically mentioned or not in the various Clauses of these Specifications, all materials, apparatus, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices stores, workshop, staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include: safety of workers at construction site, first-aid equipment, suitable accommodation for the staff and workmen with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties, duties or other charges arising out of the erection of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of work, safety of the public and protection of the works and adjoining


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS


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land.

(3) The Contractor shall ensure that all actions are taken to build in quality assurance (QA) in the planning, management and execution of works. The quality assurance shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing, etc. The QA program shall cover not limited to followings:

- Organization and management responsibility
- Document and data control
- Construction program
- Method statement
- Process control
- Working Inspection, Testing and documentary procedures
- Arrangement for smooth safe traffic flow during construction and maintenance
- Control and documentation of purchasing and handling of materials
- Maintenance of records for non-conformity and timely corrective actions
- Internal quality audit
- Training to staff
- Environment Management Action Plan (EMAP)

The QA plan shall be submitted to the engineer for approval not later than 28 days from the date of signing of contract agreement. Work of building in quality assurance shall be deemed to be covered in the scope of the work.

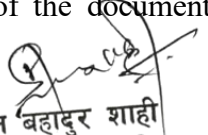
- (4) The Contractor shall furnish, at least 7 days in advance, unless otherwise stipulated in the contract, his program of commencement of item of work, including method for deployment of plant and equipment for the works included in the contract and any other works for which the Engineer may demand the method statement. He shall provide all information to the satisfaction of the Engineer to insure its adequacy. The sole responsibility for the safety and adequacy of the methods adopted by the contractor will, however, rest on the Contractor, irrespective of any approval given by the Engineer.

104 ACCOMMODATION OF TRAFFIC

(1) Scope

This Clause covers the construction and maintenance of the necessary detours and diversions, barricades and signs, and everything necessary for the safe and easy passage of all public traffic during the construction period and also the removal of diversions as they become redundant including bringing up the area use into its original condition.

The Contractor shall take precaution regarding safety at road works. The Contractor shall strictly adhere to the stipulations of the latest publication of the document


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



“SAFETY AT ROAD WORKS: A Code of Practice for Signing at Road works” published by the Traffic Engineering and Safety Unit of the Organization and management responsibility

(2) General Requirements

The Contractor shall at all times carry out works on the road in a manner creating least interference to the flow of traffic. For all works involving improvements of the existing road, the Contractor shall provide and maintain a passage for traffic either along a part of the existing carriageway under improvement, or along a temporary diversion constructed close to the road. The Contractor shall take prior approval of the Engineer regarding traffic arrangements during construction.

The Contractor may be allowed to stop traffic temporarily. The period of such closure shall be as agreed by the Engineer at least 14 days in advance, to enable the Engineer to issue the relevant notices.

(3) Temporary Diversions

(a) Provisions of Diversions

Where some portions of the existing road cannot be used by through traffic, diversions as may be required to deviate traffic from such portions shall be constructed

(b) Survey Beacons and Monuments

Diversions shall be constructed so as not to damage or displace trigonometrical survey beacons and road monuments. In exceptional cases where this is not possible, arrangements shall be made to have survey beacons suitably referenced before they are displaced and relocated after the completion of the work.

(c) Access to Properties

Access to properties which fall within or adjoining the area over which work is being carried out shall be provided in the manner as existed before the start of the work.

(d) Temporary Works

If diversions are provided they shall include the construction of temporary gates, grid gates, fences, drainage works, and other incidentals considered necessary.

(e) Public Services

Arrangements shall be made for the continuity of all public services such as power lines, telephone lines, water mains, sewerage, drainage etc., if the existing services are likely to be affected.

(f) Width of Diversions

The width of the temporary carriageway of the diversion shall be the same as the existing carriageway, or such lesser width as agreed by the Engineer.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Where in the opinion of the engineer, it is impracticable to provide a two-lane diversion, a single lane carriageway not less than 3.0 m wide with traffic control and passing places shall be provided. The gradient of any diversion shall not be greater than 12% as far as practicable and acceptable to the Engineer

(g) Temporary Drainage Works

All necessary temporary drainage works required for proper surface run-off, such as side drains, catch water drains, temporary cross-drainage structures, etc. shall be constructed.

(h) Earthworks for Diversion

Diversions shall be shaped and graded making full use of all material that can be sufficient material cannot be obtained in this manner, material shall be imported from other sources. Where necessary, cuttings shall be made to obtain a satisfactory vertical alignment. All necessary clearing including the removal of all trees and stumps shall be performed.

(i) Maintenance of Diversions

All diversions shall be maintained in a safe and smooth trafficable condition. Whenever required the diversions shall be bladed by means of graders to provide a smooth riding surface free of corrugations. All potholes shall be promptly repaired. Diversion shall be watered to keep down dust from traffic and in order to facilitate the proper blading of the surface. All drainage works shall be maintained in good working condition and kept unblocked.

(j) Removal of Diversions

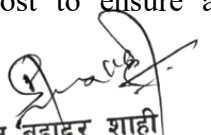
When traffic is routed permanently onto the new road following the completion of construction, the diversions which are no longer required shall be removed and the ground reinstated to its original condition as far as practicable and acceptable to the Engineer.

(4) Accommodation of Traffic Where the Road is Constructed in Half Widths

Where by reason of difficult terrain or for any other reason, the construction of diversions is not possible, the road shall be constructed at the time. The lengths of the half width for construction shall be kept to a minimum, with a provision for traffic traveling in opposite directions to pass at frequent intervals.

The works in one half width of the road shall be so arranged that the traffic will have free one-way movement in another half during construction period. That half of the road which is being used for traffic, shall be maintained free of corrugations and potholes.

Contractor shall ensure that the road is open for the traffic at night as per approval of engineer. Should the road not be in a safe trafficable condition for two-way traffic over the whole width, at the end of each day's work the Contractor shall adequate flagmen, signs, barriers, and the necessary staff at his own cost to ensure a reasonable free flow of traffic alternately in each direction.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Materials and equipment stored on, or adjacent to the existing roadway shall be so placed and the work at all times shall be so conducted, as to cause no obstruction of the traveling public and traffic.

(5) Traffic Safety and Control

The Contractor shall provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as may be required for the information and protection of traffic approaching to or passing through the section of the road under improvement and/or diversions. Barricades, traffic signs and warning boards shall be provided as per the Traffic Signs Manual (Latest Publication) published by the concerning Unit of the Department of Roads.

The barricades erected on either side of the carriageway/portion of the carriageway close to movement of traffic, shall be of strong design to resist violation, and be painted as per the said Traffic Sign Manual. On both sides, suitable regulatory and/or warning signs shall be installed for the guidance of the road users. On each approach, at least two signs shall be put. The location of these signs shall be in accordance with the Code of Practice published by the Department of Roads (Latest Publication).

In some locations steel drums may also be placed. These drums shall be white-washed, blasted with sand and provided with retro reflective tape strips, red on the left hand side facing oncoming traffic and white on the right hand side as appropriate. The minimum size of these tapes shall be 0.01 sq. m. The drums shall be maintained in a clean and effective condition and no stones or any other warning device shall be placed on top of the drums

(5) Measurement and Payment

Unless stated otherwise, no separate measurement and /or payment shall be made for all materials and works required under this Clause. All costs in connection with the work specified herein shall be considered to be included with other related items of the work in the Bill of Quantities.

105 PUBLICLY AND PRIVATELY OWNED SERVICES

- (1) If any privately owned service for water, electricity, drainage, etc., passing through the site is affected by the works the Contractor shall provide a satisfactory alternative service in full working order to the satisfaction of the owner of the services and of the Engineer before terminating the existing service.
- (2) Drawing and scheduling the affected services like water pipes, sewers, cables, etc. owned by various authorities including Public Undertakings Local Authorities included in the contract documents shall be verified by the Contractor for the accuracy of the information prior to the commencement of any work.
- (3) Notwithstanding the fact that the information on affected services may not be exhaustive, the final position of these services within the works shall be supposed to have been indicated based on the information furnished by different bodies and to the extent the bodies are familiar with the final position. The Contractor must also

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प्रमुख प्रशासकीय अधिकृत

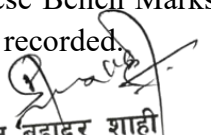


allow for any effect of these services and alternatives upon the works and for arranging regular meetings with the various bodies at the commencement of the contract and throughout the period of the works in order to maintain the required co-ordination. During the period of the works, the Contractor shall agree if the public utility bodies vary their decisions in the execution of their proposals in terms of programme and construction, provided that, in the opinion of the Engineer, the Contractor has received reasonable notice thereof before the relevant alternations are put in hand.

- (4) No clearance or alternations to the utility shall be carried out unless instruct by the Engineer.
- (5) Any services affected by the works shall be restored immediately by the Contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of the works.
- (6) The Contractor may be required to carry out the removal or shifting of certain services/utilities on specific instruction from the Engineer for which payment shall be made to him. Such works shall be taken up by the Contractor only after obtaining clearance from the Engineer and ensuring adequate safety measures.
- (7) Unless stated otherwise, no separate measurement and payment shall be made for the work of temporarily supporting and protecting the publicly and privately owned services and/or for construction and maintenance of new services in lieu of them.

106 SURVEY AND SETTING OUT

- (1) During the period of Commencement of works the Contractor shall resurvey the Base Lines, Traverse Point, and Bench Marks and confirm the co-ordinates and levels of the stations. He shall immediately notify the Engineer of any discrepancies and shall agree with the Engineer any amended values to be used during the contract, including replacements for any stations missing from the original stations.
- (2) The Contractor shall check, replace and supplement as necessary the station points and agree any revised or additional station details with the Engineer.
- (3) All stations and reference points shall be clearly marked and protected to the satisfaction of the Engineer.
- (4) Where a Station Point is likely to be disturbed during construction operations, the Contractor shall establish suitable reference stations at locations where they will not be disturbed during construction. No old station shall be covered, disturbed or destroyed until accurate reference stations have been established and details of such stations have been approved by the Engineer. The Contractor shall establish working Bench Marks tied with reference stations soon after taking possession of the site. The coordinates and the elevations of the reference stations shall be obtained from the Engineer. The working Bench Marks shall be at the rate of four per kilometre and also near all major/medium structure sites. Regular checking of these Bench Marks shall be made and adjustments, if any, got agreed with Engineer and recorded.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



- (5) The Contractor shall be responsible for the accurate establishment of the centre lines based on the Drawing and data supplied. The centre lines shall be accurately referenced in a manner satisfactory to the Engineer. The reference points shall be established at every 30 m interval in plain/rolling terrain and 10 m interval in hill terrain, with marker pegs and chainage boards set in the right of way. A schedule of reference dimensions shall be prepared and supplied by the Contractor to the Engineer.
- (6) The existing profile and cross-sections shall be taken jointly by the Engineer and the Contractor. These shall form the basis for the measurements and payments. If in the opinion of the Engineer, design modifications of the centre lines and/or grade are advisable, the Engineer shall issue detailed instructions to the Contractor and the Contractor shall perform modifications in the field, as required, and modify the levels on the cross-sections accordingly.
- (7) Accurate control of lines and levels shall be provided by the Contractor at all stages of the construction. In respect of roads itself, control shall be at least 10 m interval or such close interval as may be directed by the Engineer. The lines and levels of formation, side slope, drainage works, etc. shall be carefully set out and frequently checked. Care shall be taken to ensure that correct gradients and cross-sections are obtained everywhere. Wherever necessary, but particularly on completion of the subgrade, subbase and the base, the Contractor shall re-establish centre line pegs at sufficiently close intervals to determine the edges of base and surfacing accurately.
- (8) The Contractor shall provide the Engineer with all necessary assistance for checking the setting out, agreement of levels and any other survey or measurement which the Engineer needs to carry out in connection with the contract during the entire period of contract. Such assistance shall include:
- (a) Provision of suitably qualified surveyors to work under the direction of the Engineer as required.
 - (b) Provision of all necessary support for these surveyors including assistant, chainmen, labours, hand tools, pegs and materials.
 - (c) provision of survey equipment (Precision automatic levels, theodolite and distomat) as required by the Engineer for survey works

No separate measurement and/or payment shall be made for the work required under this Clause. All costs in connection with the work specified herein shall be considered included in the related items of the work specified herein shall be considered included in the related items of the work specified in the Bill of Quantities.

107 ACCESS TO ABUTTING PROPERTIES

For the duration of the works the Contractor shall at all times provide convenient access to paths, steps, bridges or drives for all entrances to property abutting the site and maintain them clean, tidy, and free from mud or objectionable matter.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

DIVERSION BRIDGES

- (1) Temporary diversion bridges/ **cross drainages** shall be provided by the Contractor as required by the contract. Where the Contractor is required to prepare Design, Drawing and Specifications of the structure, he shall submit his proposal shall be accompanied with sufficient ground and hydraulic information to enable the Engineer to decide on the stability of the structures.
- (2) The Contractor shall maintain the temporary bridges/ cross drainages in a condition satisfactory to the Engineer so long as required.
- (3) On completion of the works, the Contractor shall obtain the approval of the Engineer before removing the temporary bridges/ **cross drainages**. The materials arising from the removal shall become the property of the Contractor or of the Employer as designated in the contract. In the case of the materials becoming the property of the Employer, they shall be removed to the Employer's premises and neatly stacked at no cost to the Employer.

(4) Measurement and Payment

Construction and maintenance of diversion bridges / **cross drainages** for the required period quantified in months shall be paid as per contract price on lump sum basis. Alternatively, if specified in the contract, construction of the diversion bridges / **cross drainages** shall be paid as per contract unit rates of respective items and maintenance work shall be paid as per days' work provided in the **Contract**. The contract price and/or rates shall be the full and the final compensation to the Contractor as per Clause 112.

109 MAINTENANCE OF ROAD

- (1) The Contractor shall be responsible for undertaking all routine maintenance of the existing road and all bridges on the road from the day the road is officially handed-over to the Contractor until the issue of Defects Liability Certificate by the Engineer. The Contractor shall also carry out all the routine maintenance of the completed works from the time of their substantial completion until the Defects Liability Certificate is issued.

The Contractor shall also maintain roads that he uses for construction or access and the use of such roads shall be identified in advance to the Engineer for inspection prior to use.

The routine maintenance of the road shall include besides other, trimming vegetation, cleaning all culverts, ditches, borrow pits, road side drainage, drainage channels and any other obstructions including minor landslide (up to 20 m³ at one spot with **unlimited number of occurrence at one spot and** unlimited number of spots), cleaning road signs and checking and undertaking the repair of guardrails and other road safety structures, cleaning including removal of obstructions on bridge decks and bridge deck drainage elements, checking including and cleaning removal of obstructions on bridge decks and bridge deck drainage elements, checking

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



including removal of obstructions on bridge decks and bridge deck drainage elements, checking and cleaning of expansion joints and bearings, cleaning bearing shelves and weep holes, removing accumulated debris and vegetation around and between piers and abutments, repairing parapets, clearance on the road to allow free flow of traffic and reinstatement of any damaged or deteriorated carriageway, and protection of adjoining works. In case of road Section where the surface is in badly damaged condition, the maintenance of existing road surface shall be maintained by potholes patching using gravel, rerolling and regarding as instructed by Engineer. The surface shall be maintained to ensure longitudinal and transverse profile. All the damages to the road carriageway and shoulder shall be repaired with the material of equal or higher standard than the original surfacing.

The Contractor shall perform the maintenance works as often as required to keep the carriageway, shoulders, and adjoining structures in proper working order to the satisfaction of the Engineer.

During the period of commencement of works the Contractor shall mobilize labour and equipment to make an immediate start on the maintenance of the existing road. The location and scope of the maintenance work shall be as directed by the Engineer.

Existing ditches shall, where shown on the Drawing, be cleared by removing vegetation growths and deposits. The sides shall be trimmed throughout and the bottoms uniformly graded and the ditches kept clean and trimmed and maintained so long as required. Material removed from the existing ditches shall be disposed off at the places as directed by the Engineer.

Should at any time the Engineer gives any instruction for the up keep of a section of the road/site and the Contractor does not respond in 48 hours, the Engineer shall be empowered to instruct others to carry out the works. Any costs involved by this action shall be deducted from any money due to the Contractor.

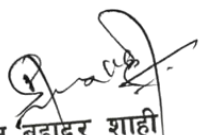
(2) Measurement and Payment

Maintenance of road in defects liability period quantified in months shall be paid as per contract price on lump sum basis. Maintenance of road during construction/rehabilitation period quantified in km-months shall be paid as per contract unit rate. The contract price and/or unit rate shall be the full and the final compensation to the Contractor as per Clause 112.

110 SITE INFORMATION

The Contractor shall erect Information boards (1.8mX1.2m) at each end of the site giving details of the contract in the format and wording as directed by the Engineer. These boards shall be erected within 14 days after the Contractor has been given the Possession of Site.

The Contractor shall not erect any advertisement on or along the work without the written approval of the Employer.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



The board is to be made of mild steel; the lettering and border are to be in black on yellow background. The lower edge of the board shall be at approx. 1.20 m above adjacent ground and shall be mounted on suitable posts with struts on concrete foundations.

Site Information Board shall be protected and maintained up to the end of Defect Liability Period. All information boards shall be removed by the Contractor by the end of the Defects Liability Period.

Site Information Board shall be measured as the number of information board, satisfactorily provided, installed, maintained throughout the Contract period and subsequently removed.

111 ENVIRONMENTAL PROTECTION WORKS

The environment has been defined to mean surrounding area including human and natural resources to be affected by execution and after completion of works.

The Contractor shall take all precautions for safeguarding the environment during the course of the construction of the works. He shall abide by all prevalent laws, rules and regulations governing pollution and environmental protection mitigation measure specified in the EIA/IEE, Latest Publication of “**Environmental Management Guidelines**”, and “**Environmental and Social Management Frame work**” published by the Department of Roads.

The Contractor shall prohibit employees from unauthorized use of explosives, poaching wildlife and cutting trees. The Contractor shall be responsible for the action of his employees.

Environmental protection works, among others, shall also include the following:

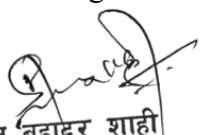
(1) Borrow/Quarry Sites

The Contractor shall obtain the permission of the Engineer before opening up any borrows pits or quarries. Such borrow pits and quarries may be prohibited or restricted in dimensions and depth by the Engineer where:

- (i) they might affect the stability or safety of the works or adjacent properly;
- (ii) they might interfere with natural or artificial drainage or irrigation;
- (iii) they may be environmentally unsuitable.

At least 14 days before he intends to commence opening up any approved borrow pit or quarry, the Contractor shall submit to the Engineer his intended method of working and restoration. These shall include but not be limited to:

- (i) the location, design and method of construction of any access track;
- (ii) the volume and nature of materials to be removed;
- (iii) the sequence and method of excavation of materials;
- (iv) measures for controlling runoff and sediment from the site during operations;
- (v) Proposals for site restoration including approximate finished levels, drainage, erosion and sediment control, and slope stabilization and re vegetation


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



including reinstatement of any access track.

Operations of borrow pit or borrow area shall not be permitted until the method of working for that particular pit or area has been approved by the Engineer in writing. Restoration shall be to the satisfaction of the Engineer.

(2) Disposal of Spoil and Construction Waste

Materials in excess of the requirements for permanent works and unsuitable materials shall be disposed off in locations and in the manner as agreed with the Engineer. The locations of disposal sites shall be such as not to promote instability, destruction of properties and public service systems. Exposed areas of such disposal sites shall be suitably dressed and be planted with suitable vegetation.

The Contractor shall plan his works in such a way that there is no spillage of POL products to the surface or sub-surface water.

(3) Provision and Maintenance of Camps, Offices, Stores, Equipment Yards and Workshops

Various works defined under this item are related to provision and maintenance of camps for work person and employees, Contractor's site offices, stores equipment yards and workshops. These camps must be adequate, rain-proof, spacious, airy and hygienic with proper lightning and materials storage facilities. The area shall be kept neat and clean.

Space allocated for storage of materials such as cement, gabion wire, reinforcing wire etc. shall in general be damp-free, rain-proof and away from petroleum products storage.

Permission may be granted by the engineer to erect suitable camps within the right of way free of charge, if such establishments do not cause obstructions to traffic, nuisance to works execution and adverse effect to the environment.

Written information must be given to and approval be taken from the Engineer regarding proper establishment and maintenance of such camps.

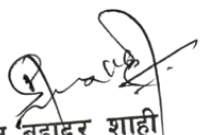
Failure in compliance with Engineer's instruction in respect of overall standard will lead to reduction or withholding of payment.

(4) Provision and Maintenance of Toilets

Provision of toilets for labour and employees shall be made to avoid public nuisance as well as pollution of water courses and air. The Contractor shall construct suitable septic tanks and/or soak pits along with room of pit-type latrines. Sufficient water must be provided and maintained in the toilets. Proper methods of sanitation and hygiene should be employed during the whole project duration.

(5) Provision of Potable Water

The Contractor shall supply potable water along with commencement of work to Contractor's staff and work person both at camps and construction-sites. This


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



arrangement shall be enforced to avoid proliferation and generation of various water borne-diseases.

The Contractor shall inform the Engineer regarding sources, installation and operation of supply of potable water within a week after the supply is commenced.

(6) Provision of First Aid/Medical Facilities

Provision of first aid/medical facilities shall be made along with commencement of work to provide quick medical service to injured/sick work person, and employees. Services shall also include on-the way service and other arrangements required for taking them to the nearest hospital in case of emergency.

The scope of works shall include service of at least one part-time experienced health worker/health assistant with a minimum of once a week full time site visit as work assignment. The Contractor shall also supply and provide adequate medicines and facilities required for standard first aid.

The Contractor shall inform the Engineer regarding the medical facility within a week after its establishment and operation.

(7) Crushing Plants

Crushing plants shall be located away from the population centres, water intakes and should not disturb the sensitive echo system. Suitable dust control device shall be filled to be the crusher to control emission of dust from the plant.

(8) Hot Mix Plants and Batching Plants

Hot-mix plants and batching plants shall be located away from the population centres. The Contractor shall take every precaution to reduce levels of noise, vibration, dust and emission form his plants.

No bituminous material shall be discharged into drains. Nearby trees, vegetation and property shall be protected during spraying of bitumen.

(9) Hazardous Materials

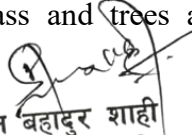
The Contractor shall not store hazardous materials near water surfaces. The Contractor shall provide protective clothing or appliances when it is necessary to use some hazardous substances.

High concentration of airborne dust resulting in deposition and damage to crops and water resources shall be avoided. The Contractor shall take every precaution to control excessive noise resulting in disruption to wildlife and human population.

Only controlled explosives methods shall be applied and used in construction works.

(10) Reinstatement of Environment

The Contractor shall arrange and execute works as well as related activities in such a way that environmental conditions are reinstated. He may be required to carry out filing, removal and disposal works along with plantation of grass and trees as


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



directed by the Engineer at his own costs at identified locations to reinstate environment.

Written instruction/approval shall be given by/sought from the Engineer regarding reinstatement of environment both during and after completion of works and up to the end of Defects Liability Period.

(11) Measurement and Payment

Unless stated otherwise, no separate measurement and payment shall be made for the works described in this Clause.

112 NOTES ABOUT MEASUREMENT AND PAYMENT

(1) Measurement

Unless specified, all measurements shall be made in metric system. Different items of work shall be measured in accordance with the procedures set forth in the relevant Sections read in conjunction with the General conditions of Contract. The same shall not, however, apply in the case of lump sum contracts.

All measurements and computations, unless otherwise indicated, shall be carried nearest to the following limits:

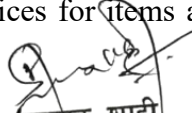
i) Length and Width	10 mm
ii) Height, Depth or Thickness of:	
a) Earthwork, Subgrade	5 mm
b) Sub-base, Bases, Surfacing	5 mm
iii) Structural members	2.5 mm
iv) Areas	0.01 sq. m
v) Volume	0.01 cu. m

In recording dimensions of work, the sequence of length, width and height or depth or thickness shall be followed.

The tolerances specified in these Specifications are for evaluation of accuracies only based on which the work shall be accepted or rejected. However, the measurement of the work performed within the limits of tolerances shall be the measurement of actual work done in place, if their dimensions are less than what have been specified or instructed by the Engineer. If the actual work done in place is more than what has been specified or instructed by the Engineer, but within the limit of tolerance, the measurement shall be the measurement of the work what has been specified or instructed by the Engineer.

(2) Payment

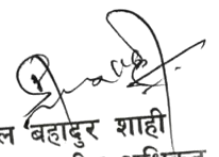
Unless otherwise specified in the Contract, the unit rates and/or prices for items as


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



set out in the Bill of Quantities are the full and the final compensation to the Contractor for:

- i. General works such as setting out, clearance of site before setting out and clearance of works after completion;
- ii. A detailed programme using modern project management software for the construction and completion of the works giving, in addition to construction activities, detailed networks activities for the submission and approval of materials, procurement of critical materials and equipment, fabrication of special products/equipment and their installation and testing, for all activities of the Engineer/Employer that are likely to affect the progress of works, etc., including updating of all such activities on the basis of the decisions taken at the periodic site review meeting or as directed by the Engineer;
- iii. Sampling and Testing of various materials such as bitumen, cement, concrete, bearing etc. proposed to be used on the Works as required under these Specifications and furnishing test reports/certificates;
- iv. Design of mixes as per the relevant Sections of the Specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant Sections of these Specifications to be submitted to the Engineer for his approval before use on the Works;
- v. Cost of laying trial stretches;
- vi. Preparation of Detailed drawings as per site condition;
- vii. Detailed design calculations and drawings for all Temporary Works (such as from-work, staging, centring, specialized constructional handling and launching equipment and the like);
- viii. Detailed drawings for templates, support and end anchorage, details for pre-stressing cable profiles, bar bending and cutting schedules for reinforcement, material lists for fabrication of structural steel, etc.;
- ix. Mill test reports for all mild and high tensile steel and cast steel as per the relevant provisions of the Specifications;
- x. Supply of all materials necessary to complete the item as per relevant specifications;
- xi. Use of materials, labours, tools, equipment, machines and other resources as per need;
- xii. All handling, packing charges and transportation;
- xiii. Site commissioning;
- xiv. Cost of all operations like storing, erection, moving into final position, etc. necessary to complete and protect the work till handing over to the Employer;
- xv. Inspection Reports in respect of formwork, staging, reinforcement and other items of work as per the relevant Specifications;
- xvi. Any other data which may be required as per these Specifications or the Conditions of Contract or any other annexures/schedules forming part of the Contract;
- xvii. All temporary works, formwork and false work ;


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



- xviii. Cost of in-built provisions for Quality Assurance;
- xix. Cost of providing “as-built drawings;
- xx. Maintenance and making good;
- xxi. All duties and obligations as set out in the contract;
- xxii. All incidental costs to complete the work, and other items necessary for complying with the provision of the Contract not covered under above stated;

Where the Bill of Quantities does not include the items mentioned in Section 100, no separate payment shall be made for such works. The costs in connection with the execution of the works specified herein shall be considered to be included in the related items of other works specified in the Bill of Quantities or shall be considered to be incidental to the works specified. Items specified in this Section and included in the Bill of Quantities shall be paid at the contract unit rates as agreed and shown in the Bill of Quantities.

113 EQUIVALENCY OF STANDARDS

- (1) Wherever reference is made in these Specifications to specific standards and codes to be met by the materials, plant, and other supplies to be furnished, and work to be performed or tested, the provisions of latest current edition or revision of relevant standards and codes in effect shall apply. Other authoritative standards which ensure a substantially equal or higher performance than the specified standards and codes shall be accepted subject to the Engineer’s prior review and approval. Differences between the standards specified and the proposed alternative standards shall be fully described by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer’s approval. In the event that the Engineer determines that such proposed deviations do not ensure substantially performance, the Contractor shall comply with the standards and codes specified. No additional payment shall be made for adoption of higher standards.
- (2) Certain Specifications issued by various national or other widely recognized bodies are referred to in these Specifications. Such Specifications shall be defined and referred as Specifications.

The Contractor may propose that the materials and workmanship be defined in accordance with the requirements of other equivalent Specifications and he may execute the works in accordance with such Specifications as may be approved by the Engineer. A copy of the Specification, together with its translation into the English language if the Specification is in another language, shall be submitted to the Engineer along with the request for its adoption.

In referring to Specifications, the following hierarchy shall be used:

- i. NS :Nepal Bureau of Standards and Metrology
- ii. IRC :Indian Road Congress (i.e. recommended Code of Practice by IRC
- iii. IS :Indian Standards
- iv. BS :British Standards


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



- v. ASTM :American Society of Testing and Materials
- vi. AASHTO :American Association of State Highway and Transportation Officials
- vii. BSCP :British Standard Code of Practice
- viii. ISO :International Organization for Standardization
- ix. EN :European Norm

114 UNITS OF MEASUREMENT, ABBREVIATION AND TERMINOLOGY

(1) Units of Measurement

The Symbols for units of measurement are used in these Specifications as they are given below.

μ	:micron = m X 10 ⁻⁶
mm	:Millimetre
m	:Meter
Km/ km	:Kilometre
sq.mm. or mm ²	:Square Millimetre
sq. m. or m ²	:Square Meter
sq.km. or km ²	:Square Kilometre
Ha /ha	:Hectare
cu. m. or m ³	:Cubic meter
lit or l	:Litre
rad	:Radian
°C	:Degrees Celsius
kg	:Kilogram
gm	:Gram = kg X 10 ⁻³
mg	:Milligram = kg X 10 ⁻⁶
mg/l	:Milligram per litre
T	:Ton = kg X 10 ³
kg/m ³	:Kilogram per cubic meter
t/m ³	:Ton per cubic meter
N	:Newton
N/m ²	:Newton per square meter
Lin.m	:Linear meter

Symbols of other units, if not covered above, shall be as per SI system set out in ISO 31/1.

(2) Abbreviations

The following abbreviations are used in these Specifications.

ACV	:Aggregate Crushing Value
AIV	:Aggregate Impact Value
ALD	:Average Least Dimension


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

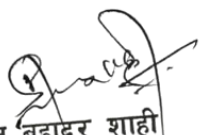


BA	:Bitumen Affinity
BOQ	:Bill of Quantities
CBR	:California Bearing Ratio
CR	:Crushing Ratio
Dia	:Diameter
DOR	:Department of Roads
FI	:Flakiness Index
Hr/hr	:Hour
LAA	:Los Angeles Abrasion Value
LS	:Linear Shrinkage
MC	:Moisture Content
MDD	:Maximum Dry Density
Min/min	:Minute
No	:Number (units), as in 6 no.
OMC	:Optimum Moisture Content
OPC	:Ordinary Portland Cement
PI	:Plasticity Index
PL	:Plastic Limit
PM	:Plasticity Modulus (PI * % passing 0.425 mm sieve)
POL	:Petrol, Oil & Lubricant
ROW	:Right of Way
SE	:Sand Equivalent
Sec	:Second
SG	:Specific Gravity
IS	:International Standard Units of Measurements
SSS	:Sodium Sulphate Soundness test, loss on 5 cycles
STV	:Standard Tar Viscosity
TS	:Tensile Strength
UC	:Uniformity Coefficient
UCS	:Unconfined Compressive Strength
VIM	:Voids in Mix
w/c	:Water cement ratio
wt	:Weight
%	:Percent

(3) Terminology

The term “the Specifications” shall be construed as the Standard Specification and the Special Specification all together.

The Sections, Clauses and/or Sub-Clauses mentioned in these Specifications deem to apply those of these Specifications only, if otherwise not specified.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



PROGRAM

The Contractor shall provide all information needed for fulfilment of the program and required in accordance with the Conditions of Contract including the sequence in which he intends to work including implementation of quality assurance plan. If the Contractor requests a change in the sequence and such change is approved by the Engineer, the Contractor shall have no claim as per the Conditions of Contract for delay arising from such revisions to the program.

The program for the construction and completion of the works shall be established using CPM/PERT techniques or equivalent. The program shall be detailed enough to give, in addition to construction activities, detailed network activities for the submission and approval of materials, procurement of critical materials and equipment, fabrication of special products/equipment's if any their installation and testing, and for all activities of the Engineer that are likely to affect the progress of work. The Contractor shall update all activities in accordance with the Conditions of Contract on the basis of the decision taken at the periodic site review meetings or as directed by the Engineer.

The program shall also include the Contractor's general requirements for any road closures pursuant to Clause 104 to be agreed in principle with the Engineer. Such agreement shall not relieve the Contractor of his responsibility to obtain specific approval for each closure or series of closures.

Any proposal for night working shall also be stated in the program.

116 SUPPLY OF PROJECT RECORD

(1) Scope

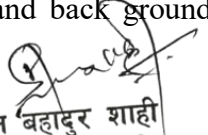
This Clause covers the supply of digital record of project events in digital format (DVD/ Flash Drive) including colour photographs, both in digital format as well as mounted on albums to serve as a permanent record of the work needed for an authentic documentation, as required by the Engineer.

(2) Description

The Contractor shall provide following project records in digital format (DVD/ Flash Drive) including colour photographs as directed by the Engineer;

- (i) Record of work in each work front: It shall cover the status of each work front before start of work, during various stages of construction and after completion duly including the arrangements made (day and night) for traffic during construction. (This shall be need based or as directed by the Engineer)
- (ii) Record of quarry sites, plant sites, camp sites including labour camps, haul roads, access road etc. with progress report
- (iii) Record of all accidents on project road / various sites

The record shall be taken by a professional with a digital camera capable of taking still as well as video images having facilities to record the date and back ground


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



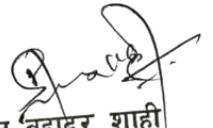
commentary. The Contractor shall keep separate discs/ drives, one with the Engineer and the other with the Employer and update the data in these disc/drives as per instruction of Engineer or on monthly basics. Separately, a video (in digital format) of maximum one hour duration covering interesting and novel features of the work duly editing the above master disc/driver shall also be maintained, one copy each kept with the Engineer and the Employer and updated as per direction of Engineer or on monthly basis. All recording shall be done in the presence of the Engineer's Representative who will certify in writing the recording.

(3) Measurement

This item shall be measured in number of sets. Each set consist of two copies of all digital records as above and colour record photographs both in digital format as well as mounted in the albums.

(4) Payment

The contract unit rate shall include all expenses for supply of project record including video recordings updated as per direction of Engineer or on monthly basis throughout the construction period shall be measured as single set.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



1201 GRANULAR SUBBASE

(1) Scope

This Clause covers the construction of subbase with naturally occurring quarzitic gravel, river gravels and transported gravels, or materials resulting from the weathering of rocks, or clayey/silty sand.

(2) Sources of Materials

The material to be used for the work shall be natural sand, crushed gravel, and crushed stone, crushed slag or combination thereof depending upon the grading requirement.

Sub base materials shall be obtained from approved sources in borrow or cut or from such other sources of supply as may be specified or approved from time to time for use.

The Contractor shall comply with all requirements of Section 800 in respect of borrow pits.

(3) Material Requirements

The material shall be free from organic or other deleterious constituents and shall conform to the grading given in Table 12.1 and physical Requirement 12.2. If the thickness of the subbase layer provided in the design permits, the sub base layer shall have two sub layers; drainage layer and the filter layer. The upper layer of the subbase functions as a drainage layer to drain away the water that enters through surface cracks. The lower layer of the subbase should function as the filter/separation layer to prevent intrusion of subgrade soil into the pavement. The aggregate gradation recommended for the drainage layer is granular subbase gradation III and IV. The gradations I, II, V and VI are recommended for filter/ separation layer.

If the design thickness of the granular subbase is less than or equal to 200 mm, both drainage and filter layers cannot be provided separately. For such cases, a single drainage-cum-filter layer with GSB gradation V or VI may be provided.

The minimum thickness of drainage as well as filter layer shall be 100mm (i.e., minimum thickness of each of these two layers is 100mm). The minimum thickness of the single filter-cum-drainage layer shall be 150mm from functional requirement.

Table 12.1: Grading Envelope for Granular sub base material

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Sieve Size as per IS Designation (mm)	Percentage passing by weight					
	Grading I	Grading II	Grading III	Grading IV	Grading V	Grading VI
75	100				100	
53	80-100	100	100	100	80-100	100
26.5	55-90	79-90	55-75	50-80	55-90	75-100
9.5	35-65	50-80			35-65	55-75
4.75	25-55	40-65	10-30	15-35	25-50	30-55
2.36	20-40	30-50			10-20	10-25
0.85					2-10	
0.425	10-15	10-15			0-5	0-8
0.075	<5	<5	<5	<5		0-3

Table 12.2: Physical Requirement for Materials for Granular Sub-base

Physical properties	Test method	Requirement
Aggregate Impact Value (AIV)	IS 2386-4 or IS 5640	Maximum 40
Liquid Limit	IS 2720-5	maximum 25
Plasticity Index	IS 2720-5	Maximum 6
CBR at 95 % dry density (at IS 2720- part8)	IS 2720-16	Minimum 30 unless specified in the Contract

(4) Compaction Trials

Before commencing construction and from time to time as may be considered necessary by the Engineer, the Contractor shall carry out compaction trials in the presence of Engineer on each main types of materials to be compacted in the Works. He shall carry out all necessary laboratory and field testing and supply the Engineer with the copies of the results of all tests.

Following completion of the compaction trials, the Contractor shall submit to the Engineer, for his approval, proposals for the compaction of each main type of material. The

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Contractor's Proposals shall include reference to the type of equipment, the operating weights and tyre pressures and the method of adjusting moisture content.

in the opinion of the Engineer, the results of the compaction trials indicate that the Contractor's proposed plant and methods shall achieve the densities specified, the Engineer shall approve the same. Otherwise the Contractor shall submit in writing proposals for modifying the plant and/or methods and shall **conduct** further trials in accordance with these modified proposals until the Engineer approves the Contractor's proposals.

(5) Laying and Compacting

Immediately before laying the sub base material, the underlying layer shall be checked by the Contractor for any damage or deficiencies, which shall be made good as instructed by the Engineer.

The material shall be deposited in such quantity and spread in a uniform layer across the full width required, so that the final compacted thickness is nowhere less than shown on the Drawing or instructed by the Engineer. Every reasonable effort shall be made to prevent segregation during mixing, dumping, spreading, trimming and compacting operations.

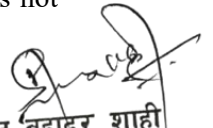
For a compacted single layer up to 200 mm the compaction shall be done with the help of vibratory roller of minimum static weight of 80 KN and when a greater compacted thickness is required, the material shall be laid and processed in two or more layers. The speed of the roller shall not exceed 5 km/h.

The material shall be down to the grading specified in Sub-clause 1201 (3). Any oversize material which cannot be broken down to the required size shall be removed and disposed off.

The material shall be scarified and the moisture content adjusted by either uniformly mixing with water or drying out the material such that the moisture content during compaction is between 95% and 100% of the Optimum Moisture Content (IS: 2720 Part 8). It shall be graded and trimmed to final line and level. Light compaction may be applied before the final trim is carried out, but once 25% of the compactive effort has been applied no further trimming or correction of surface irregularities shall be allowed.

All rolling shall be longitudinal and shall commence at the outer edges of the pavement and progress towards the center, except that on super elevated curves, rolling shall progress from the lower to the higher edge. Where laying is carried out in lanes care must be taken to prevent water entrapment.

The final trim shall be in cut and the Contractor shall ensure that material from the trim is neither deposited in low areas nor spread across the section but graded clear of the works. Following the final trim the material shall be compacted to a dry density of at least 95% of MDD (IS: 2720 Part 8). During the grading, trimming and compaction of the material the Contractor shall ensure that the surface and/or the material does not


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



dry out. If so, the Contractor need to apply fog sprays of water or other approved means sufficient to maintain the surface and/or material within the specified limits of moisture content.

On completion of compaction, the surface shall be well closed, free from movement under compaction plant and free from compaction planes, ridges, cracks, loose or segregated material. If the surface fails to meet the specified requirements, the Contractor shall take the action set out in the appropriate part of Section 1100 or such other action as directed by the Engineer.

(6) Setting out and Tolerances

The layer shall be set out and constructed to the appropriate tolerance specified in Section 1100.

(7) Drainage of Subgrade and Sub base

The subgrade and sub base shall be kept continuously drained and any damage caused by water accumulating on or running off the surface shall be made good at the Contractor's expense.

Water accumulated on any part of the subgrade or sub base, shall be removed and disposed off. Any material which becomes saturated, or cannot then be compacted to the required density, shall be replaced as specified at Contractor's own expense.

(8) Requirement for Granular sub base

The minimum testing frequency for the purpose of process control shall be as given in Table 5.2

Routine inspection and testing shall be carried out by the Engineer to test the quality of materials and workmanship for compliance with the requirements of this Section.

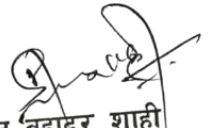
Any materials or workmanship that do not comply with the specified requirements shall be replaced with materials and/or workmanship complying with the specified requirements or be replaced to comply with the specified requirements.

(9) Measurement

Granular sub base shall be measured in cubic meter by taking cross section at intervals of 20 meters or as directed by the Engineer in the original position before the work starts and after its completion and computing the volumes in cubic meters by average end area method.

(10) Payment

The sub base construction shall be at their respective contract unit rate. In addition to stated in Clause 112, the contract unit rate shall be also full and the final compensation for cost of making arrangement for traffic control and other costs required to complete the work complying with the requirement of Sections 500, 800 and Clause 1201.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



1204 CRUSHER-RUN MACADAM FOR BASE AND SUBBASE

(1) Scope

This work shall consist of furnishing, placing and compacting crushed stone aggregate sub-base and base courses constructed in accordance with the requirements set forth in this Specification and in conformity with the lines, grades, thickness and cross-sections shown on the plans or as directed by the Engineer.

(2) Materials

The material to be used for the work crushed rock. . If crushed gravel/shingle is used, not less than 30 percent for subbase course and 90 percent for base course; by weight of the gravel/ shingle pieces retained on 4.75 mm sieve shall have at least two fractured faces. It shall be from any organic matter and other deleterious substances and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base. The aggregates shall conform to the grading and quality requirements given in Tables 12. 8 and 12.9.

The grading to be adopted shall be as indicated in the Contract

Table 12.8: Aggregate Grading Requirements

Sieve size	Percentage Passing by weight	
	53 mm maximum size (sub base)	37.5 mm maximum size (base)
63 mm	100	
45 mm	87 – 100	100
22.4 mm	50-85	90 – 100
5.6 mm	25 – 45	35 – 55
0.71 mm	10 – 25	10 – 30
0.09 mm	2- 5	2-5

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Table 12.9: Physical Requirement's of Coarse Aggregates for Crusher run material Base and Sub base

	Test	Test method	Requirements (Base)	Requirements (Sub-Base)
1	Loss Angeles Abrasion Value(LAA)	IS: 2386 -4	40 max	45 max
2	Aggregate Impact Value (AIV)	IS: 2386 -4	30 max	35 max
3	Combined Flakiness and Elongation index	IS: 2386 -1	35 max	35 max
4	Water Absorption	IS: 1386 -3	2 % max	2 % max
5	Liquid limit of material passing 425 micron	IS: 2720- 5	25 max	25 max
6	Plasticity index of material passing 425 micron	IS: 2720- 5	6 max	6 max
7	CBR at 95 % dry density (at IS 2720 part8)	IS 2720-16	Minimum 80 % unless specified in the Contract	Minimum 60 % unless specified in the Contract

Note:

1. If the water absorption is more than 2 % , soundness test shall be carried out as per IS: 2386 -5
2. To determine combined portion, the flaky stone from a representative sample should first be separated out. Flakiness index is weight of flaky stone metal divided by weight of stone sample. Only the elongated particle s be separated out from the remaining (non flaky) stone metal. Elongation index is weight of elongated particles divided by total non flaky particles. The value of flakiness index and elongation index so found are added up.

(3) Construction Operations

(i) Preparation of sub-grade

The surface of sub-grade shall be prepared in accordance with procedure mention in water bound macadam. Any ruts, deformations or soft yielding places which occur in the sub-base or sub-grade shall be corrected and compacted to the required density before the aggregate base course is placed thereon.

(ii) Spreading, Watering, Mixing and Compaction

The aggregate shall be uniformly deposited on the approved sub-base by means of hauling vehicle with or without spreading devices. . Aggregate will be distributed over the surface to the depth specified on the drawings or as directed by the Engineer.

After the base course material has been deposited, it shall be thoroughly blade- mixed to full depth of the layer by alternately blading the entire layer to the centre and back to the edges of the road. It shall then be spread and finished to the required cross section by means of a motor grader.

Water shall be applied prior to and during all blading and processing operations to moisten the material sufficiently to prevent segregation of the fine and coarse particles. Water shall be applied sufficient amounts during construction to assist compaction.

For a compacted single layer up to 200 mm the compaction shall be done with the help of vibratory roller of minimum static weight of 80 KN and when a greater compacted thickness is required, the material shall be laid and processed in two or more layers. The speed of the roller shall not exceed 5 km/h.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Each layer of material shall be compacted to not less than 98 per cent of the maximum density as determined by IS: 2720 (Part - 8).for the base and 95% of the maximum density as determined by IS: 2720 (Part - 8).for the sub base

Surface Finish and Quality Control of Work

The surface finish of construction shall conform to the requirements of section 1100.

Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 500.

(4) Measurement

Crusher-run macadam base shall be measured in cubic meter by taking cross Sections at intervals of 20 meters or as directed by the Engineer in the original position before the work starts and after its completion and computing the volumes in cubic meters by average end area method.

(5) Payment

The Crusher-run macadam base construction shall be paid at their respective contract unit rate. In addition to stated in Clause 112, the contract unit rate shall be also the full and the final compensation for cost of making arrangement for traffic control and other costs required to complete the work complying with the requirement of Section 500, 800 and Clause 1204.

1302 PRIME COAT AND TACK COAT

(1) Scope and Definitions

This Clause covers the application of a bitumen prime and tack coat to be applied on a prepared pavement layer.

A prime coat means a thin layer of low viscosity bituminous binder applied to an absorbent non-bituminous surface. If the prime coat is to be trafficked, it shall be covered with binding material.

A tack coat means a thin layer of bituminous binder applied to a bituminous surface.

(2) Materials

The primer shall be cationic bitumen emulsion SS1 grade conforming to IS: 8887 or medium curing cutback bitumen conforming to IS: 217 or as specified in the Contract. The primer shall comply with Section 600 from a source approved by the Engineer. The grade and the rate of application of cutback to be used shall be instructed by the Engineer on site after field trials. Spray rate may be used as given in Table 13.8 and Table 13.9 as guidelines.

Table 13.8: Quantity of SS1 grade Bitumen Emulsion for Various Types of Granular Surfaces

Type of Surface	Rate of Spray (kg/sq.m)
Low porosity(WMM/WBM)	0.7-1.0
Medium porosity (Mechanically stabilized soil base, lime/ cement stabilized soil and lime cement base)	0.9-1.2
High porosity (Stabilized soil bases/Crusher Run Macadam)	1.2- 1.5

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

Table 13.9: Type and Quantity of Cutback Bitumen for Various Types of Granular Surface

Type of Surface	Type of Cutback	Rate of Spray (kg/sq.m)
WMM/WBM	MC 30	0.6-0.9
Stabilized soil bases/ Crusher Run Macadam	MC 70	0.9-1.2

For Tack coat, the binder shall be an either Cationic bitumen emulsion (RS 1) complying with IS: 8887 or approved viscosity grade paving bitumen conforming to IS: 73. The use of cutback bitumen RC: 70 as per IS: 217 shall be restricted only for sites at sub-zero temperatures or for emergency applications as directed by the Engineer.

No dilution or heating at site of RS 1 bitumen emulsion shall be permitted. Paving bitumen if used for tack coat shall be heated to appropriate temperature in bitumen boilers to achieve viscosity less than 2 poise. The normal range of spraying temperature for a bituminous emulsion shall be 20°C to 70°C and for cutback, 50°C to 80°C. The method of application of tack coat will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar, and speed or forward movement. The Contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified. Spray rate of Tack coat given in Table 13.10 may be used as guidelines.

Table 13.10: Rate of Application of Tack Coat

Type of Surface	Rate of Spray (kg/sq.m)
Bituminous surfaces	0.40-0.60
Granular surfaces treated with primer	0.50- 0.60
Cement concrete pavement	0.60-0.70

The binding layer, if any shall be crushed rock or river sand having grading within the limits of the Table 13.11. The aggregate shall be clean, hard and free from excessive dust. It shall contain no clay, loam or other deleterious materials. Grading for sand for Prime coat shall satisfy the requirement specified in Table 13.11

Table 13.11: Grading Envelope for Sand for Prime Coat

Sieve size (mm)	Percentage Passing (by mass)
4.75	100
2.36	80-100
1.18	60-95
0.6	30-80
0.3	20-55
0.075	10-30

(3) Preparation of Surface.

The surface to be sprayed shall be thoroughly cleaned by sweeping with mechanical brooms and/or washing or other approved means. All laitance of soil or binder material, loose and foreign material shall be removed.

All loose material shall be swept clear of the layer to expose the full width of the layer upon which prime/tack coat shall be applied. The surface to be sprayed shall be checked for line, camber and level, and the surface corrected, made good as necessary and approved by the Engineer before any bituminous spray is applied. The Engineer's approval, or otherwise, of the surface shall be given immediately prior to the Contractor's intention to start spraying.

Unless otherwise directed by the Engineer, immediately prior to the application of prime coat, the surface of the layer shall be sprayed with water to dampen the surface, but in no case the surface shall be made saturated. If the water is over applied, the surface shall be allowed to dry until dampness is uniform over the entire surface.

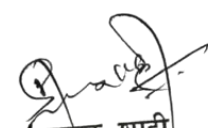
In order to bring the surface to be primed to the condition required, water shall be applied in small increments by a distributor. Any water on the surface after spraying shall be allowed to drain away before the prime coat is applied. No traffic shall be allowed on the prepared surface.

(4) Spraying of Prime Coat and Tack Coat

Soon after the surface to be sprayed has been prepared as specified in Sub-clause 1302 (3) and approved by the Engineer, the edges of the area shall be marked out with a line of string or wire pegged down at intervals not exceeding 15 m on straights or 7.5 m on curves. The prime or tack coat shall be sprayed on to it at the specified rate. Spraying shall be carried out not later than 12 hours after the surface has been prepared.

The quantity of binder used shall give complete coverage of the surface with a slight trace of run-off in places. Shall the specified rate of spray appear to be incorrect, the Contractor shall immediately stop spraying, inform the Engineer and amend the spray rate as instructed by the Engineer.

The temperature for storage and spraying shall be as given in the Table 13.12.



 मंगल बहादुर शाही

 प्रमुख प्रशासकीय अधिकृत



Table 13.12: Temperature for Storage

Type of Prime	Maximum storage temperature ° C	
	Up to 24 hrs.	Over 24 hrs.
Cutback bitumen's		
MC-30	65	40
MC-70	80	50

Bitumen shall be sprayed from a pressure distributor complying with the requirements of Sub-clause 1303 (6) and no spraying shall be permitted except in small areas, or to make good a defective area caused by a blocked nozzle.

The nozzle shall be arranged to give a uniform spray and shall be tested prior to spraying by discharging on to suitable material (such as building paper, metal sheets, etc.,) or into special troughs made for this purpose. Testing shall not take place on the road, and any bitumen spilt on the ground shall be cleaned off.

If during spraying, a nozzle becomes blocked or develops a defect, the spraying shall be made good with a hand spray, and the machine repaired before further spraying is commenced.

When commencing and stopping spraying, sheets of building paper or metal at least 2 m wide shall be spread across the full width to be sprayed to give a clean sharp edge.

The metal sheets used for stopping and starting work shall be cleaned after each run

and the troughs used for testing shall be cleaned at the end of each day's work.

During spraying all kerbs, road furniture, culvert headwalls, tree boles and the like which are liable to be disfigured by splashing of bitumen shall be protected, and any such feature which is accidentally marred by bitumen shall be cleaned off with a suitable solvent or made good.

(5) Curing and Blinding of Prime Coat

If after application of the prime coat, the bituminous material fails to penetrate within the time specified or if the road must be used by traffic, blinding material shall be spread in the amount required to absorb any excess bituminous material and to protect the primed surface.

Blinding material shall be spread from trucks in such a manner that no wheel shall travel on uncovered bituminous material.

Unless the Engineer permits otherwise, all loose material on the sprayed surface, including any blinding material, shall be removed before any further layer of the pavement is laid.

(6) Tolerances

The actual rate of application of bituminous binder across the width of each spray run shall not vary by more than $\pm 5\%$ of the rate ordered and the actual of application of binder for each single run of the spray shall not vary from this specified rate by more than 0.03 litre per square meter.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



(7) Testing

Tray tests shall be taken at least twice a day during priming operation to check calculations based on chipping of spray trucks.

The minimum testing frequency for the purpose of process control shall be as given in the Table 5.2

(8) Measurement

Binding material shall be measured in litre. For computation of the quantity following methods shall be adopted.

- Designed/instructed rate of application times specified area sprayed, computed in litres corrected to 15.6o C.
- Actual rate of application measured through tray tests times specified area sprayed, computed in litres corrected to 15.6o C.
- Actual consumption in the specified area sprayed measured in litres corrected to 15.6o C by dip stick reading of the distributor.

The lowest value of the above three methods shall be adopted for payment. However, if the rate of actual spray of binder is much less or more than the designed/instructed rate of spray so appropriate rectification which the contractor shall execute at his own cost.

Emulsion/bitumen and cutter shall be measured on the basis of their percentage actually used in the work.

(9) Payment

Emulsion/bitumen and cutter shall be paid at the respective contract unit rate which shall be the full and the final compensation for compliance of all requirements specified in Clause 1301 and 1302 in addition to those specified in Clause 112.

1309 ASPHALT CONCRETE/ BITUMINOUS CONCRETE

(1) Scope

This Clause covers the materials, method of construction and requirements for the construction of Asphalt Concrete. / Bituminous concrete

This work shall consist of construction of Bituminous Concrete, for use in wearing and profile corrective courses. This work shall consist of construction in a single layer of bituminous concrete on a previously prepared bituminous bound surface.

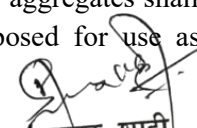
(2) Material

(a) Bitumen

The bitumen shall be viscosity grade paving bitumen complying with the Indian Standard Specification IS: 73, modified bitumen complying with IS: 15462 or as otherwise specified in the Contract.

(b) Coarse Aggregates

The coarse aggregates shall be generally as specified in Clause 1307 (2), except that the aggregates shall satisfy the physical requirements of Table 13.32 and where crushed gravel is proposed for use as


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



aggregate, not less than 95 percent by weight of the crushed material retained on the 4.75 mm sieve shall have at least two fractured faces.

Table 13.32: Physical Requirements for Coarse Aggregate for Bituminous Concrete

Property	Test	Specification	Method of Test
Cleanliness (dust)	Grain size analysis	Max 5% passing 0.075 mm sieve	IS:2386 Part I
Particle shape	Combined Flakiness and Elongation Indices	Max 35%	IS:2386 Part I
Strength	Los Angeles Abrasion Value	Max 30%	IS:2386 Part IV
Strength	Aggregate Impact Value	Max 24%	IS:2386 Part IV
Durability	Soundness either: Sodium Sulphate or Magnesium Sulphate	Max 12% Max 18%	IS:2386 Part V
Polishing	Polished Stone Value	Min 55	BS:812-114
Water Absorption	Water Absorption	Max 2%	IS:2386.Part III
Stripping	Coating and Stripping of Bitumen Aggregate Mix	Minimum retained coating 95%	IS: 6241

(c) Fine Aggregates

The fine aggregates shall be all as specified in Clause 1308 (2) (c). Natural sand shall not be allowed in the wearing Course

Filler

Filler shall be as specified in Clause 1308 (2) (d).

(d) Aggregate Grading and Binder Content

When tested in accordance with IS: 2386 Part 1 (Wet grading method), the combined grading of the coarse and fine aggregates and filler shall fall within the limits shown in Table 13.33. The grading shall be as specified in the Contract.

Table 13.33: Composition qty. Bituminous Concrete Pavement Layers

Grading	1	2
Nominal Maximum aggregate size*	19 mm	13.2 mm
IS Sieve ¹ (mm)	Cumulative % by weight of total aggregate passing	
45		
37.5		

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS

26.5	100	
19	90-100	100
13.2	59-79	90-100
9.5	52-72	70-88
4.75	35-55	53-71
2.36	28-44	42-58
1.18	20-34	34-48
0.6	15-27	26-38
0.3	10-20	18-28
0.15	5-13	12-20
0.075	2-8	4-10
Bitumen content % by mass of total mix	Min 5.2*	Min 5.4**

Notes:

* **The nominal maximum aggregate size is one size larger than the first sieve to retain more than 10 percent of the material.**

** *Corresponds to specific gravity of aggregate being 2.7. In case aggregate have specific gravity more than 2.7, the minimum bitumen content can be reduced proportionately. Further the region where highest daily mean air temperature is 30°C or lower and lowest daily air temperature is - 10°C or lower, the bitumen content may be increased by 0.5 percent*

(3) Mix Design

(a) Requirements for the Mix

Clause 1308 (3) (a) shall apply.

(b) Binder Content

Clause 1308 (3) (b) shall apply.

(c) Job Mix Formula

Clause 1308 (3) (c) shall apply.

(d) Plant Trials - Permissible Variation in Job Mix Formula

The requirements for plant trials shall be as specified in Clause 1308 (3) (d), and permissible limits for variation as given in Table 13.34

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Table 13.34: Permissible Variations in Plant Mix from the Job Mix Formula

Description	Permissible Variation
Aggregate passing 19 mm sieve or larger	±7%
Aggregate passing 13.2 mm, 9.5 mm	±6%
Aggregate passing 4.75 mm	±5%
Aggregate passing 2.36 mm, 1.18 mm, 0.6 mm	±4%
Aggregate passing 0.3 mm, 0.15 mm	±3%
Aggregate passing 0.075 mm	±1.5%
Binder content	± 0.3%
Mixing temperature	± 10°C

*Example: if any constituent of job mix formula of Asphalt/Bituminous Concrete is 'x%' and permissible variations is ±y % then Permissible value = $x\% \pm y\%$: provided the value is within the given gradation envelope

(e) Laying Trials

The requirements for laying trials shall be as specified in Clause 1308. (3) (.e). The compacted layers of bituminous concrete (BC) shall have a minimum field density equal to or more than 92 percent of the average theoretical maximum specific gravity (Gmm) obtained on the day of compaction in accordance with ASTM 02041.

(4) Construction Operations

(a) Weather and Seasonal Limitations

The provisions of Clause 1301 (5) shall apply.

(b) Preparation of Base

The surface on which the bituminous concrete is to be laid shall be prepared in accordance with Section 1200 and 1100 as appropriate, or as directed by the Engineer. The surface shall be thoroughly swept clean by mechanical broom and dust removed by compressed air. In locations where a mechanical broom cannot get access, other approved methods shall be used as directed by the Engineer.

(c) Geosynthetics

Where Geosynthetics are specified in the Contract, this shall be in accordance with the requirements stated in Clause 3111.

(d) Stress Absorbing Layer

Where a stress absorbing layer is specified in the Contract, this shall be applied in accordance with the requirements of relevant specification.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Tack Coat

The provisions as specified in Clause 1302 shall apply.

Mixing and Transportation of the Mix

The provisions as specified in Section 1200 shall apply.

(g) Laying

The general provisions of Clauses 1301 shall apply, as modified by the approved laying trials

(h) Compaction

The general provisions of Clauses 1301 shall apply, as modified by the approved laying trials.

(i) Opening to Traffic

Provisions in Clause 1308 (5) shall apply.

(5) Surface Finish and Quality Control

The surface finish of the completed construction shall conform to the requirements of Section 1100. All materials and workmanship shall comply with the provisions set out in Section 600 of these Specifications.

(6) Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 104.

(7) Measurement

Asphalt concrete/ Bituminous concrete of specified grading in contract document shall be measured as finished work either in cubic meters, tons or by the square meter at a specified thickness as indicated in the Contract drawings, or documents, or as otherwise directed by the Engineer

(8) Payment

Asphalt concrete/ Bituminous concrete shall be paid as per contract unit rate which shall be the full and final compensation for the cost of compliance of all requirements of Clauses 1301 and 1309 in addition to those specified in Clause 112

In case of overlay work: Unless stated otherwise, no separate measurement and payment shall be made for the cost of Asphalt concrete required for maintaining the camber and the level of the existing bituminous surfaces. It shall be deemed to have included in the rates of the Asphalt Concrete

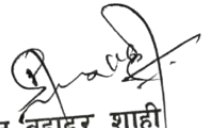
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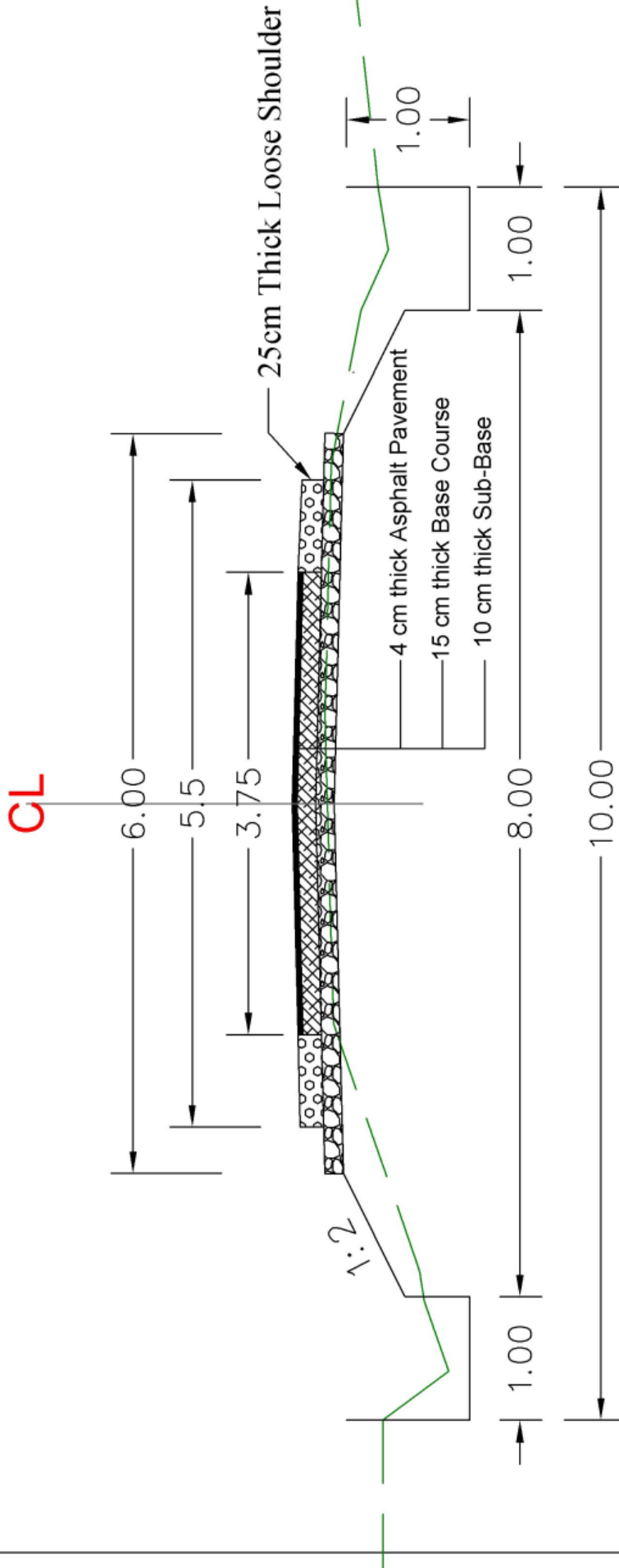


Drawings

Note:

1. It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are reduced illegible.
2. A simplified map showing the location of the Site in relation to the local geography, indicating major roads, posts, airports, and railroads, is helpful.
3. The construction drawings, even if not fully developed, must show sufficient details to enable bidders to understand the type and complexity of the work involved and the price the Bill of Quantities.


मंगल बहादुर शाही
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TYPICAL CROSS SECTION

ALL DIMENSIONS ARE IN METER

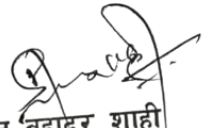
Government of Nepal Thakurbaba Municipality Sainawar, Baraha	PROJECT NAME: Sainawar Bhabha K. Adhikari Sainawar PROJECT LOCATION: Thakurbaba, Baraha Contract No.: TBW/PUR/BA/CH/INDU/1003/004	DESIGNED BY:	CHECKED BY:	APPROVED BY:	Scale NOT IN SCALE	Project Title: Cross-Section		Date:
						Drawing No.1		Sheet No. 1

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Supplementary Information

[insert supplementary information if any]


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



SECTION - VI Bill of Quantities⁶

Notes for Unit Rate Contracts:

Objectives

The objectives of the Bill of Quantities are

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Content

The Bill of Quantities should be divided generally into the following sections:

- (a) Preamble;*
- (b) Work Items (grouped into parts);*
- (c) Day works Schedule;*
- d) Provisional Sums; and*
- (d) Summary.*

Preamble

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the works.

Work Items

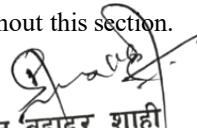
The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Day work Schedule should normally comprise the following:

- (a) A list of the various classes of labour, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.*

⁶In lump sum contracts, delete “Bill of Quantities” and replace with “Schedule of Activities” throughout this section.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



(b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

Summary

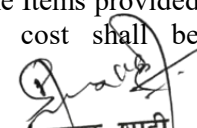
The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Day work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Bidding documents. They should not be included in the final documents.

Preamble of Bill of Quantities

A. General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.
4. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



deemed to be distributed among the rates and prices entered for the related Items of Work.

General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. The Specification Clause references, where given in the item description of the Bills of Quantities, are for the convenience of bidders and generally refer to the principal relevant- specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders obligation to complete work in accordance with all the requirements of the Specification.

8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.
9. The method of measurement of completed work for payment shall be in accordance with the Specifications.
10. The abbreviations and symbols used in this Bill of Quantities are: *[Insert as applicable]*

B. Day work Schedule

a) General

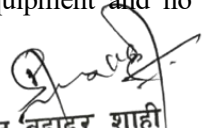
1. Work shall not be executed on a day work basis except by written order of the Project Manager. Bidders shall enter basic rates for day work items in the Schedules. These rates shall apply to any quantity of day work ordered by the Project Manager. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall, be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for day work shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

b) Day work Labor

1. In calculating payments due to the Contractor for the execution of day works, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of day work to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labor directly doing work ordered by the Project Manager and are competent to perform such work will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
2. The Contractor shall be entitled to payment in respect of the total time that labor is employed on day work, calculated at the basis rates entered by it in the " SCHEDULE OF DAY WORK RATES: 1. LABOR". The rates for labor shall be deemed to cover all costs to the Contractor including (but not limited to) i) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances, ii) any sums paid to or on behalf of such labor for social benefits in accordance with Nepal law, iii) Contractor's profit, overheads, superintendence, liabilities and insurance and iv) charges incidental to the foregoing.

c) Day work Equipment

1. The Contractor shall be entitled to payments in respect of Constructional Plant already on site and employed on day work at the basis rental rates entered by him in the "SCHEDULE OF DAY WORK RATES:2 EQUIPMENT". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



In calculating the payment due to the Contractor for Construction Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Construction Plant was located when ordered by the Project Manager to be employed on day work and the time for return journey there to shall be included for payment.

d) Day work Materials

1. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;
 - (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.
 - (ii) the cost of hauling materials for use on work ordered to be carried out as day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

Provisional Sums

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



General Bid Info

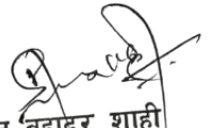
Project Name :- Sundarpur BichGaun Ko Adhuro Sadak Kalopatre Nirman Firm/Company: _____
 Type of Work :- Asphalt Road Construction Bidder Address: _____
 Contract No : TBM/W/Purbadhar/NCB-03/083/084 Bidder Email: _____

Bill Of Quantity (BOQ)

SN.	Description	Unit	Quantity	Rate (Rs)	Rate (Rs) in Words	Amount (NRs)
A. General Work						
1	Supply and erection of Project Information board 0.9 m x 1.2 m size including full compensation for labour, materials, transportation and other incidental all complete as per Instruction of site Engineer.	PS	1	3,000	Three thousand rupees only.	3,000
2	Insurance premium for the work, plant and materials, damage for contract work for all risk including Riot, Strike, Damage, Malicious damage and Terrorism, Named and un Named Personnel, Equipment, Third,Party for construction period +1 Year (SCC 19.1)	PS	1	5,0000	Fifty thousand rupees only.	50,000
3	Provision for carrying out additional tests (Extra Test which in force of Site Engineer) for material and works as required and instructed by the Engineer as per GCC	PS	1	82,000	Eighty-two thousand rupees only.	82,000
4	Costs for other miscellaneous items as per site requirement & as per Instruction of Site Engineer.	PS	1	50,000	Fifty thousand rupees only.	50,000
Sub-Total Of General Item (A)						1,85,000
B. CIVIL WORK						
1	Loosening, levelling, and compacting original ground supporting embankment to facilitate placement of first layer of embankment, scarified to a depth of 150 mm, mixed with water at OMC and then compacted by rolling so as to achieve dry density as per drawing and technical specification. [SS/SP 1003, 1005]	M2	1,620.00			
2	Providing and laying Granular Sub-base on prepared surface, mixing at OMC, and compacting to achieve the desired density by mechanical means, complete as per drawing and technical specifications. [SS/SP 1201]	M3	162.00			
3	Providing and laying Crusher Run Macadam on a prepared surface, spreading and mixing, watering and compacting to form a layer of base course as per Drawing and technical Specifications. [SS/SP 1204]	M3	151.88			
4	Providing and Supplying Prime coat (Spray Rate 0.9 lit/Sqm) with hot bitumen (including Cutter) of grade VG 30 on the prepared granular base surface, including cleaning the road surface and spraying at the specified rate by mechanical means, as per the drawing and technical specification. [SS/SP 1302]	LIT	911.25			
5	Providing and Supplying Tack coat (Spray Rate 0.5 lit/Sqm) with hot paving grade VG 30 bitumen by mechanical means at specified rate on the prepared surface including cleaning as per drawing and technical specification. [SS/SP 1302]	LIT	506.25			
6	Providing and laying Asphalt concrete using crushed aggregates of specified grading (Grading II-13mm), premixed with bituminous binder and filler as per drawing and technical specifications. [SS/SP 1309]	M3	40.50			
7	Providing and laying Granular Sub-base on prepared surface for shoulder construction without compaction complete as per drawing and technical specifications. [SS/SP 1201]	M3	108.00			
SUB TOTAL Of Civil Works (B)						
VAT (C) = (13% of B)						
GRAND TOTAL (A+B+C)						

मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत




मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



PART-III CONDITIONS OF CONTRACT AND CONTRACT FORMS

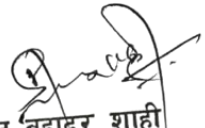
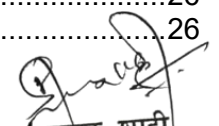

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

Table of Clauses

General	15
1. Definitions	15
2. Interpretation	16
3. Language and Law	17
4. Contract Agreement	17
5. Assignment	17
6. Care and Supply of Documents	17
7. Confidential Details	18
8. Compliance with Laws	18
9. Joint and Several Liability	18
10. Project Manager's Decisions	18
11. Delegation	19
12. Communications	19
13. Subcontracting	19
14. Other Contractors	20
15. Personnel and Equipment	20
16. Employer's and Contractor's Risk	20
17. Employer's Risks	20
18. Contractor's Risks	21
19. Insurance	21
20. Site Investigation Reports	21
21. Contractor to Construct the Works	21
22. The Works to Be Completed within intended Completion Date	22
23. Design by contractor and Approval by the Project Manager	22
24. Safety, Security and Protection of the Environment	22
25. Discoveries	23
26. Possession of the Site	23
27. Access to the Site	23
28. Instructions, Inspections and Audits	23
29. Dispute Settlement	23
30. Procedures for Disputes	23
B. Staff and Labor	23
31. Forced Labor	23
32. Child Labor	24
33. Non-discrimination and Equal Opportunity	24
B1. Time Control	24
34. Program	24
35. Extension of the Intended Completion Date	24
36. Acceleration	25
37. Delays Ordered by the Project Manager	25
38. Management Meetings	25
39. Early Warning	25
C. Quality Control	26
40. Identifying Defects	26
41. Tests	26
42. Correction of Defects	26
43. Uncorrected Defects	26



 मंगल बहादुर शाही

 प्रमुख प्रशासकीय अधिकृत



D. Cost Control..... 26

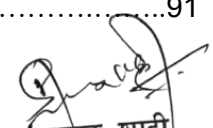
44. Contract Price	26
45. Changes in the Contract Price	26
46. Variations	27
47. Cash Flow Forecasts	27
48. Payment Certificates	27
49. Payments	28
50. Compensation Events	28
51. Tax	29
52. Currency	29
53. Price Adjustment	29
54. Retention	31
55. Liquidated Damages	31
56. Bonus	32
57. Advance Payment	32
58. Securities	32
59. Day works	33
60. Cost of Repairs	33

F. Force Majeure 33

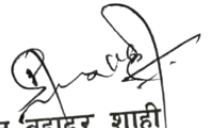
61. Definition of Force Majeure	33
62. Notice of Force Majeure	34
63. Duty to Minimize Delay	34
64. Consequences of Force Majeure	34
65. Force Majeure Affecting Subcontractor	34
66. Optional Termination, Payment and Release	34
67. Release from Performance	35

G. Finishing the Contract 35

68. Completion	35
69. Taking Over	36
70. Final Account	36
71. Operating and Maintenance Manuals	36
72. Termination	36
73. Fraud and Corruption	37
74. Black Listing	38
75. Payment upon Termination	39
76. Property	39
77. Release from Performance	39
78. Suspension of DP Loan/Credit/Grant	39
79. Eligibility	40
80. Project Manager's Duties and Authorities	40
81. Quarries and Spoil Dumps	40
82. Local Taxation	40
83. Value Added Tax	40
84. Income Taxes on Staff	40
85. Duties, Taxes and Royalties	41
86. Member of Government, etc, not Personally Liable	41
87. Approval of Use of Explosives	41
89. Permission for Blasting	41
90. Records of Explosives	42
91. Traffic Diversion	42
92. Social Security Fund	91


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत




मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



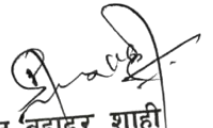
Section VII: General Conditions of Contract

THAKURBABA MUNICIPALITY,

Sainawar, Bardiya

**Name of Contract: Sundarpur BichGaun Ko Adhuro Sadak
Kalopatre Nirman**

Contract No.: TBM/W/Purbadhar/NCB-03/083/084


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



General Conditions of Contract

This Section provides the General Conditions of Contract that will apply to the Contract for which the Bidding document is issued.

General	
1. Definitions	1.1 Boldface type is used to identify defined terms. (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. (c) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid. (d) Compensation Events are those defined in GCC 50 hereunder. (e) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 68.1. (f) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below. (g) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer. (h) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer. (i) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract. (j) Days are calendar days; months are calendar-months. (k) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant. (l) A Defect is any part of the Works not completed in accordance with the Contract. (m) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor. (n) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects. (o) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract. (p) The Employer is the party who employs the Contractor to carry out the Works, as specified in the SCC. (q) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works. (r) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party. (s) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

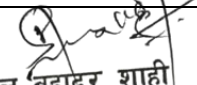


	(t) In writing or written means hand written, type written, printed or electronically made, and resulting in permanent record. (u) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order. (v) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance. (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works. (x) Party means the Employer or the Contractor, as the context requires. (y) SCC means Special Conditions of Contract (aa) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. (bb) The Project Manager is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. (cc) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 54.1. (dd) Schedules means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bids, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices. (ee) The Site is the area defined as such in the SCC. (ff) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. (gg) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager. (hh) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates. (ii) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site. (jj) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works. (kk) A Variation is an instruction given by the Project Manager which varies the Works (ll) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.
2. Interpretation	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.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	2.2 If sectional completion is specified in the SCC , references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3 The documents forming the Contract shall be interpreted in the following order of priority: (a) Contract Agreement, (b) Letter of Acceptance, (c) Letter of Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and (i) Any other document listed in the SCC as forming part of the Contract.
3. Language and Law	3.1 The language of the Contract and the law governing the Contract are stated in the SCC .
	3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the Employer's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
4. Contract Agreement	4.1 The Parties shall enter into a Contract Agreement within 15 days after the Contractor receives the Letter of Acceptance, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section IX.
	4.2 Without altering the basic nature or scope of work, the contract may be amended upon mutual written consent as per prevailing Public Procurement Law.
5. Assignment	5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
6. Care and Supply of	6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, one copy of the Contract and of each


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत



Documents	subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
	6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
	6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
	6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
7. Confidential Details	7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.
	7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
	7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
8. Compliance with Laws	8.1 The Contractor shall, in performing the Contract, comply with applicable Laws of Nepal.
9. Joint and Several Liability	9.1 If the Contractor is a joint venture of two or more entities , all such entities shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture. The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.
10. Project Manager's Decisions	10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Delegation	11.1 The Project Manager may delegate any of his duties and responsibilities to other people after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
Communications	12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be: (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the SCC; and (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However: (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. 12.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
13. Subcontracting	13.1 For GON Funded: A list of approved Subcontractors including its value/works is included as Article 2 (k) of contract Agreement. Approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties, or responsibilities under the contract. For DP Funded: The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. Bidders may propose subcontracting up to the percentage of total value of contracts as specified in the SCC. The Sub contractor shall meet the qualification requirement as specified in SCC. 13.2 The contractor shall give prior notice to the Employer clearly specifying the nature, scope, and responsibilities of the work to be performed, to engage other subcontractors, material suppliers, equipment suppliers, service providers, or other persons or entities during the implementation of the contract. 13.3 Before notifying the Employer as per GCC 13.2, the contractor shall enter into a written agreement with the subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities clearly specifying the scope of work, responsibilities, quality requirements, duration, payment terms, security, labor-related obligations, and conditions relating to performance of the work. 13.3 Any subcontracting arrangement made in accordance with GCC 13.2 shall not relieve the Contractor of any of its obligations or liabilities under the Contract.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	13.4 The contractor shall provide the Employer with details of the payments made to the subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities engaged under GCC 13.1 and/or GCC 13.2. 13.5 If the contractor is found not to have made payment to the subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities engaged under GCC 13.1 and/or GCC 13.2 in accordance with the terms of the agreement, the Employer may determine the amount payable to such subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities and make payment to them from any remaining dues to be paid to the contractor, retention money, or forfeited performance security.
14. Other Contractors	14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
15 Personnel and Equipment	15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. 15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract. 15.3 If the Employer, Project Manager, or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.
16. Employer's and Contractor's Risk	16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
17. Employer's Risks	17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks: (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. 17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
18. Contractor's Risks	18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
19. Insurance	19.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) Personal injury or death. 19.2 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. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred. 19.3 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. 19.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. 19.5 Both parties shall comply with any conditions of the insurance policies.
20. Site Investigation Reports	20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC , supplemented by any information available to the Contractor.
21. Contractor to Construct	21.1 The Contractor shall construct and install the Works in accordance with the

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

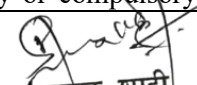


The Works 22. The Works to Be Completed within intended Completion Date	Specifications and Drawings. 22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the intended Completion Date.
23. Design by contractor and Approval by the Project Manager	23.1 The contractor shall be responsible for the design of permanent works as specified in SCC.
	23.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
	23.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before their use.
	23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.
24. Safety, Security and Protection of the Environment	24.1 The Contractor shall, throughout the execution, and completion of the works and remedying of any defects therein: a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) 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 and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works of for the safety and convenience of the public or others. c. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion. e. Any spoil or material removed from drains shall be disposed of to designated stable tipping areas as directed by the Project Manager. f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works. g. The Project Manager shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife. h. Provide on the Site such lifesaving apparatus as may be appropriate and an

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.
	24.2 The Contractor shall comply with the Employer's Occupational Health and Safety (OHS) Policy, Guideline and/or Operating Manual, if any, as specified in the SCC.
25. Discoveries	25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
26. Possession of the Site	26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
27. Access to the Site	27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
28. Instructions, Inspections and Audits	28.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub consultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
	28.3 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Sub-Clause 73.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under this Sub-Clause constitute a obstructive practice subject to contract termination.
29. Dispute Settlement	29.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	29.2 Any dispute between the Parties as to matters arising pursuant to this Contract 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 30 days after the expiration of amicable settlement period.
30. Procedures for Disputes	30.1 In case of arbitration, the arbitration shall be conducted in accordance with procedures in accordance with law of Nepal at the place given in the SCC.
B. Staff and Labor	
31. Forced Labor	31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत



32. Child Labor	labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements. 32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
33. Non-discrimination and Equal Opportunity	33.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
B1. Time Control	
34. Program	34.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. 34.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities. 34.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager. 34.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
35. Extension of the Intended Completion	35.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	Contractor to incur additional cost. 35.2 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 a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 21 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date. Along with full supporting information, the contractor shall also submit a revised work schedule and ensure that the Performance Security, Insurance, and Advance Payment Security remain valid. Within fifteen (15) days of the receipt of Letter of Extension of Intended Completion Date from the Employer, the contractor shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents as required with extended validity. 35.3 If the contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity within the prescribed time as per ITB 35.2, the Contractor shall pay fine at the rate of 0.01% of the final contract price (without VAT but including PS) per day for a maximum of fifteen (15) days. The Employer may deduct the fine from payments due to the Contractor.
36. Acceleration	36.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor. 36.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
37. Delays Ordered by the Project Manager	37.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
38. Management Meetings	38.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure. 38.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
39. Early Warning	39.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	39.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
C. Quality Control	
40. Identifying Defects	40.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
41. Tests	41.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
42. Correction of Defects	42.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at issuance of taking over certificate pursuant to GCC clause 69.2, and is defined in the SCC . The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	42.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
43. Uncorrected Defects	43.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
D. Cost Control	
44. Contract Price	44.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
	44.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
45. Changes in the Contract Price	45.1 In the case of an Unit Rate contract: (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (b) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

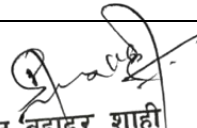


गण्डक गाउँपालिका गण्डक गाउँपालिकाको कार्यालय सुनसरी, बर्दिया लुम्बिनी प्रदेश, नेपाल (स्था: २०७३)	45.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
46. Variations	46.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor. 46.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered. 46.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs. 46.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event. 46.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning. 46.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 45.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
47. Cash Flow Forecasts	47.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
48. Payment Certificates	48.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously. 48.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor. 48.3 The value of work executed shall be determined by the Project Manager. 48.4 The value of work executed shall comprise: (a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or (b) In the case of a lump sum contract, the value of work executed shall

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	comprise the value of completed activities in the Activity Schedule.
	48.5 The value of work executed shall include the valuation of Variations and Compensation Events.
	48.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
49. Payments	49.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made. 49.2 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute. 49.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
50. Compensation Events	50.1 The following shall be Compensation Events: (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed.


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत



	(j) The effects on the Contractor of any of the Employer's Risks.
	(k) The Project Manager unreasonably delays issuing a Certificate of Completion.
	50.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
	50.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
	50.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
51. Tax	51.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 53.
52. Currency	52.1 The currency of Contracts shall be Nepalese Rupees.
53. Price Adjustment	53.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC . If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.
	53.2 Adjustment Formulae⁷: The formulae will be of the following general type: $pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + etc.$ Where: <i>pn</i> is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Clause 49;

⁷ For complex Works involving several types of construction work with different inputs, a family of Formulae will be necessary. The various items of Day work may also require different formulae, depending on the nature and source of the inputs

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

A is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments;⁸ *b, c, d, etc.*, coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, **as specified in the SCC**;

Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month “*n*,” determined pursuant to Sub-Clause 53.4, applicable to each cost element; and

Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 53.4

53.3 Sources of Indices and Weightings: The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Project Manager and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor’s proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Project Manager.

53.4 Base, Current and Provisional Indices: The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

53.5 Weightings: The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 46 or for any other reason.

53.6 Where, price adjustment provision is not applicable pursuant to Sub-clause 53.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas:

For unexpected increase in price

$$P = [R_1 - (R_0 \times 1.10)] \times Q$$

For unexpected decrease in price *P*

⁸ Insert a figure for factor *A* only where there is a part of the Contractors’ expenditures which will not be subject to fluctuation in cost or to compensate for the unreliability of some indices. *A* should normally be 0.15. The sum of *A, b, c, d, etc.*, should be one.



	$= [R_1 - (R_0 \times 0.90)] \times Q$ Where: “P” is price adjustment amount “R₁” is the present price of the construction material (Source of indices shall be those listed in the Bidding forms) “R₀” is the base price of the construction material “Q” is quantity of the construction material consumed in construction during the period of price adjustment consideration If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms- Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Project manager and shall be as stated in SCC.. 53.7 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount as specified in the SCC. 53.8 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract.
54. Retention	54.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works. 54.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 70.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the evidence of submission of tax return to the concerned Internal Revenue Office. 54.3 The Contractor may substitute retention money with an unconditional bank guarantee issued from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law if: (a) at least eighty (80) percent of the whole works have been completed, (b) progress of the works is satisfactory in accordance with the Contract as per approved work schedule, and (c) it can be assured that the works can be completed at the intended completion date. The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of Defect Liability Period. 54.4 If retention money is substituted by bank guarantee in accordance with clause 54.3, the bank guarantee shall be submitted either using the Retention Money Security Form included in Section X (Contract Forms) or in another Form acceptable to the employer. The validity of the bank guarantee shall be at least one month more than the end of defect liability period.
55. Liquidated	55.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

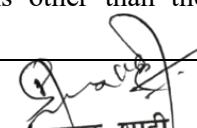


Damages	Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
	55.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 49.
56. Bonus	56.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
57. Advance Payment	57.1 Unless otherwise stated in SCC, the Employer shall make advance payment to the Contractor of the amounts stated in the SCC, in two equal installments by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in a form acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment. The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of intended completion date. The contractor shall submit the list of activities for which the Advance Payment for mobilization to be used along with their time schedules. 57.2 The Contractor is to use the advance payment only to pay for the purpose of construction site preparation, establishment of temporary camp facilities, construction of workers' housing, mobilization of labors, materials or equipment etc required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. 57.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages. 57.4 If the advance provided under GCC 57.1 is not repaid due to non-performance of the works under the contract, by the contractor within the time period specified in the contract, the Employer shall recover the advance by enforcing the bank guarantee as provided under GCC 57.1, and shall also recover interest on the advance amount from the contractor at a rate stated in SCC.
58. Securities	58.1 The Performance Security, including any additional security required as per NTB

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	29.5, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days beyond the end of the Defect Liability Period. Any additional performance security required as per ITB 29.5 shall be valid until a date 30 days beyond the end of the intended completion date.
59. Day works	58.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. 59.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way. 59.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done. 59.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.
60. Cost of Repairs	60.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
F. Force Majeure	
61. Definition of Force Majeure	61.1 In this Clause, "Force Majeure" means an exceptional event or circumstance, (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome; and (d) which is not substantially attributable to the other Party. 61.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत

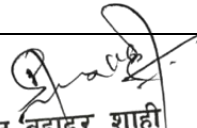


	(d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
62. Notice of Force Majeure	62.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure. 62.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them. 62.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
63. Duty to Minimize Delay	63.1 Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. 63.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
64. Consequences of Force Majeure	64.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC 62, and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC 30 to (a) an extension of time for any such delay, if completion is or will be delayed, under GCC35 ; and (b) if the event or circumstance is of the kind described in sub-paragraphs (a) to (d) of GCC 61.2 and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC 19. 64.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC 10 to agree or determine these matters.
65. Force Majeure Affecting Subcontract or	65.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.
66.Optional	66.1 If the execution of substantially all the Works in progress is prevented for a

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Termination, Payment and Release	continuous period of 90 days by reason of Force Majeure of which notice has been given under GCC 62, or for multiple periods which total more than 150 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC 72.5. 66.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works; (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.
67. Release from Performance	67.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance, (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC 66 if the Contract had been terminated under GCC 66.
G. Finishing the Contract	
68. Completion	68.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed. 68.2 In addition to the other provisions, before acceptance of the completed works, Employer shall verify and assure that such works are within the set objective, quality and appropriate to operate and use.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



69. Taking Over

69.1 In the contractor's Opinion, if the works are complete and ready for taking over, the contractor may apply by notice to the Project Manager for a Taking-Over Certificate. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

69.2 The Project Manager shall, within 30 days after receiving the Contractor's application:

- (a) issue the Taking-Over Certificate to the Contractor if physical progress of works is at least ninety (90) percent in accordance with the Contract except for any minor outstanding work and defects (as listed in the Taking-Over Certificate) which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

69.3 If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially completed in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

70. Final Account

70.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

71. Operating and Maintenance Manuals

71.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the **dates stated in the SCC**.

71.2 If the Contractor does not supply the Drawings and/or manuals by the **dates stated in the SCC** pursuant to **GCC 71.1**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

72. Termination

72.1 The Employer may terminate the Contract at any time if the contractor;

- a. does not commence the work as per the Contract,
- b. abandons the work without completing,
- c. fails to achieve progress as per the Contract.

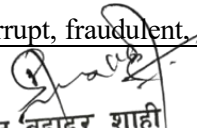
72.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

72.3 Fundamental breaches of Contract shall include, but shall not be limited to, the

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	following: a) the Contractor uses the advance payment for matters other than the contractual obligations, b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; g) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub clause 22.1 and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; h) the Contractor does not maintain a Security, which is required; i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; and j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 73.1. k) The Contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents with extended validity within the time prescribed pursuant to GCC 35.3.
	72.4 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 72.3 above, the Project Manager shall decide whether the breach is fundamental or not.
	72.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.
	72.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.
	72.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
73.Fraud and	73.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent,


 मंगल बहादुर शाही
 प्रमुख प्रशासकीय अधिकृत



Corruption	collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site. 73.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GCC Clause 15. For the purposes of this GCC 73; (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. (ii) "fraudulent practice"⁵ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice"⁶ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice"⁷ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the GON's/DP's inspection and audit rights provided for under GCC28.3. 73.3 The contractor shall be prosecuted for offenses under prevailing criminal laws, if the contractor: (i) Misuses the Advance Payment or payments received from the Employer; (ii) Receives payment by submitting false information or documents; (iii) Abandons the works before completion; (iv) Commits a serious violation of the contract; or (v) Causes loss or damage to the Employer.
74. Black Listing	74.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Bidder or contractor for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder or contractor: (a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	the contract or the completed work is not of the specified quality as per the contract. (b) If convicted from a court of law in a criminal offense liable to be disqualified for taking part in procurement contract, (c) If it is established that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
75. Payment upon Termination	75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. 75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate. 75.3 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the Employer may: (a) withhold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Employer, have been established, and/or (b) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor, as Government dues. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor. (c) forfeit the Performance Security. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
76. Property	76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
77. Release from Performance	77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
78. Suspension of DP Loan/Credit/Grant	78.1 In the event that the DP suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made: a. the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the DP's suspension notice; and b. if the Contractor has not received sums due him within the 30 days for payment provided for in GCC 49.1, the Contractor may immediately issue a 15 day

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Eligibility	termination notice. 79.1 The Contractor shall have the nationality of an eligible country as specified in Section V of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services. 79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in SCC and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services. 79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
80. Project Manager's Duties and Authorities	80.1 The Project Manager's duties and authorities are restricted to the extent as stated in the SCC.
81. Quarries and Spoil Dumps	81.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Project Manager in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.
82. Local Taxation	82.1 The prices bid by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.
83. Value Added Tax	83.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.
84. Income Taxes on	84.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत

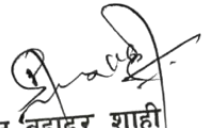


	laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations. 84.2 The issue of the Final Account Certificate pursuant to clause GCC 70 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.
85. Duties, Taxes and Royalties	85.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor. 85.2 The Contractor shall familiarize himself with GON the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible. 85.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the concerned Local Government (LG) as may be in force at the time. The Contractor, sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the concerned Local Government (LG)
86. Member of Government , etc, not Personally Liable	86.1 No member or officer of GoN or the Employer or the Project Manager or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.
87. Approval of Use of Explosives	87.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.
88 Compliance with Regulations for Explosives	88.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
89. Permission for Blasting	89.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



90. Records of Explosives	90.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Project Manager.
91. Traffic Diversion	91.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Project Manager. All traffic devices used shall be designed in accordance with the instruction of Project Manager.
92. Social Security Fund	92.1 The contractor shall enroll the laborers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with prevailing laws. 92.2 The contractor shall be responsible to disburse the remuneration, benefits, and other payments of the laborers, employees, or workforce into the bank account of the concerned individual. 92.3 The contractor shall be responsible for ensuring that the required work permit has been obtained in accordance with prevailing laws in respect of foreign personnel.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Section VIII: Special Conditions of Contract

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

THAKURBABA MUNICIPALITY,

Sainawar, Bardiya

**Name of Contract: Sundarpur BichGaun Ko Adhuro Sadak
Kalopatre Nirman**

Contract No.: TBM/W/Purbadhar/NCB-03/083/084


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Special Conditions of Contract

A. General	
GCC 1.1 (p)	The Employer is Thakurbaba Municipality, Sainawar, Bardiya
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be 90 days after the agreement.
GCC 1.1(bb) & GCC 10.1	The Project Manager is the Engineer of Thakurbaba Municipality. The Project Manager and Engineer are synonyms.
GCC 1.1 (ee)	The Site is located at Thakurbaba Municipality- 07 Bardiya (28.479865, 81.292211)
GCC 1.1 (hh)	The Start Date shall be 7 days after the agreement.
GCC 1.1 (ll)	The Works consist of Asphalt Road Construction
GCC 2.2	Sectional Completions are: <i>NA</i>
GCC 2.3 (i)	The following documents also form part of the Contract: Minutes of Management Meeting or amicable settlements Addenda to the Bidding Document, if any
GCC 3.1	The language of the contract is ENGLISH/NEPALI The law that applies to the Contract is the law of NEPAL
GCC 4.3 Added	Added: 4.3 The primary responsibility for executing and completing the prescribed quantity of the Works within the time prescribed in the Contract, while maintaining quality conforming to the Specification and the standards set out in the Contract, shall lie with the Contractor. This responsibility is personal to the Contractor and is not diluted, shared or transferred by reason of any supervision, instruction, inspection, test, measurement, certificate, approval, no-objection or payment given or made by the Employer, the Project Manager, the Engineer or any other person. 4.4 Any approval, review, acceptance, certificate or payment by the Employer, the Project Manager or the Engineer shall not relieve the Contractor of any obligation or liability under the Contract, nor operate as a waiver of any defect, non-conformity or delay. 4.5 Where the Contractor fails to maintain the prescribed quality, quantity or time, the Employer may, without prejudice to any other right or remedy under the Contract or prevailing law, require the Contractor to remove, replace, re-execute or rectify the affected work at the Contractor's own cost, recover liquidated damages, forfeit the Performance Security, or take action for blacklisting in accordance with the prevailing law. 4.6 This Clause shall survive the issue of the Completion Certificate and shall remain enforceable throughout the Defects Liability Period and for any period of liability

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



	prescribed under prevailing Public Procurement law.
GCC 12.1	The Project Manager “ <i>may</i> ” delegate any of his duties and responsibilities.
GCC 12.1 (a)	The agreed electronic transmission shall be: thakurbabamun@gmail.com for Employer <i>and E-mail of Contractor is:</i> _____
GCC 14.1	Schedule of other contractors: <i>Null</i>
GCC 19.1	The minimum insurance amounts and deductibles shall be: 1. The minimum cover for loss of or damage to the Works, Plant and Materials is: 115 % of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is: <i>as per the provision of Nepal Insurance Authority.</i> 3. The minimum cover for loss or damage to immovable Equipment/plants is : 100% (i.e Replacement Cost) 4. The maximum deductible for insurance of immovable Equipment/plant is: <i>as per the provision of Nepal Insurance Authority.</i> 5. The minimum cover for loss of or damage to other property is: 5,00,000 with unlimited number of occurrences 6. The maximum deductible for insurance of other property is: <i>as per the provision of Nepal Insurance Authority.</i> 7. The minimum cover for personal injury or death insurance i. for the Contractor’s employees is that specified in the Labor act of Nepal and ii. for other people is : 0.7 million with an unlimited number of occurrences The contractor has to collect a minimum of three policy costs from different insurance company, among which one shall be Rastriya Beema Company Limited, and submit them to the Employer, and after the Employer's review within 3 days, the contractor shall purchase the Policy as instructed by the Employer
GCC 20.1	Site Investigation Reports are: The Bidder shall make its own investigation, assessment and judgement with regard to the location and quantity of suitable local construction materials. The Employer takes no liability for any inference drawn by the Contractor.
GCC 23.1	The following shall be designed by the Contractor: <i>Null</i>
GCC 24.2	The Contractor shall comply with the occupational health and safety requirements of the Labour Act, 2074 and the Labour Rules, 2075, and with the safety provisions of the Standard Specification for Road and Bridge Works, 2073 (Third Amendment, 2082) issued by the Department of Roads. No separate OHS policy, guideline or operating manual is issued with this Contract.
GCC 26.1	The Site Possession Date(s) shall be: 7 Days after agreement.
GCC 30.1	The place of arbitration shall be: <i>Null</i>
C. Time Control	

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



GCC 34.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance.
GCC 34.3	The period between Program updates is 30 days . The amount to be withheld for late submission of an updated Program is RS 5000.
D. Quality Control	
GCC 42.1	The Defects Liability Period is: 365 days.
E. Cost Control	
GCC 49.1	<i>N/A</i>
GCC 50.1	Added as point (I): the following numbers of days per month are taken as foreseeable rainy and inclement weather days and shall not constitute a Compensation Event. Other than the foreseeable events shown below, a day with rainfall of at least 5 mm shall be considered a Compensation Event. January – 4 days; February – 4 days; March – 4 days; April – 6 days; May – 12 days; June – 20 days; July – 25 days; August – 25 days; September – 15 days; October – 5 days; November – 4 days; December – 4 days.
GCC 53.1	The Contract <i>“is not”</i> subject to price adjustment, and the following information regarding coefficients <i>“does not”</i> apply.
GCC 53.6	Base Price of Construction Materials applicable for price adjustment shall be as per the Table of Adjustment Data submitted by Bidder together with the Letter of Price Bid which is approved by the Project manager and attached as Annex-1.
GCC 53.7	The Price Adjustment amount shall be limited to a maximum of : <i>Not Applicable</i>
GCC 54.1	The proportion of payments retained is: 5 (five) percent.
GCC 55.1	The liquidated damages for the whole of the Works are 0.05 Percent of the final Contract Price (without VAT but including PS) per day. The maximum amount of liquidated damages for the whole of the Works is 10 Percent of the final Contract Price (without VAT but including PS).
GCC 56.1	The provision of bonus <i>“Not Applicable”</i> in the contract.
GCC 57.1	The provision of Advance Payments <i>“Applicable”</i> in the contract. The Advance Payments shall be: <i>20% of initial contract amount (without VAT but including PS)</i> and shall be paid in two equal installments and to the Contractor. <i>The installments Pais will be:</i> <i>1st 10% Installment: After the Submission and Approval of the Joint Survey Report, and submission of insurance documents.</i> <i>2nd 10% Installment: After completion of work value up to the first installment.</i>

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



GCC 57.3	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 40% of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.
GCC 57.4	Recover interest on the advance amount from the Contractor should be at a rate of 10 % .
GCC 58.1	The Performance Security amount is: 5 (five) percent of the Bid Price, to be increased by a further 8 (eight) percent of the quoted bid price (without VAT but including Provisional Sum) where ITB 35.5 applies.
G. Finishing the Contract	
GCC 71.1	The date by which operating and maintenance manuals are required is; Not Applicable
GCC 71.2	The date by which “as built” drawings are required is: Not Applicable The amount to be withheld for failing to produce “as built” drawings and/or Operating and maintenance manuals is: Not Applicable
GCC 72.3 (i)	The maximum number of days is: 200
GCC 79.2	For GoN funded: For the purpose of Country of Origin: “all Countries”
GCC 80	The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions : a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 13; b. Certifying additional costs determined under General Conditions of Contract Clause 50; c. Determining start date under General Conditions of Contract Clause 1; d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 35; e. Issuing a Variation under General Conditions of Contract Clause 1 and 46, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. f. Adjustment of rates under General Conditions of Contract Clause 45;

Section IX: Contract Forms

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

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Letter of Intent

[on letterhead paper of the Employer]

Date:

To: *Name and address of the Contractor*.....

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

This is to notify you that, it is our intention to award the contract ... [insert date]

.....for execution of the ... [insert

name of the contract and identification number, as given in the Contract BDS/SCC] to you as your bid

price *Nepalese Rupees* [insert amount of contract price in figures and words

including taxes] as corrected and modified in accordance with the Instructions to Bidders is hereby selected

as **substantially responsive evaluated bid closest to the Average Bid Price.**

Authorized Signature:

Name: ...

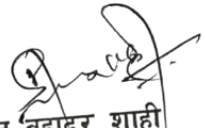
Title:

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 evaluated bid closest to the Average Bid Price.**


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Letter of Acceptance

[on letterhead paper of the Employer]

Date:

To:*Name and address of the Contractor*

Subject:*Notification of Award*

This is to notify that your Bid for the Invitation of Bids dated*[Insert date of bid invitation]*for execution of the.....*[Insert name of the contract and identification number, as given in the Contract BDS/SCC]* for the Contract price of Nepalese Rupees *[insert amount in figures and words including taxes]*, as corrected in accordance with the Instructions to Bidders 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 of **NRs.** in accordance with the Conditions of Contract, using for that purpose the Performance security Form included in Section X (Contract Forms) of this Bidding Document.

Authorized Signature:

Name and Title of Signatory:


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Contract Agreement

THIS AGREEMENT made theday of.....between..... name of the Employer(hereinafter “the Employer”), of the one part, andname of the Contractor(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as name of the Contractshould 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 NRs[insert amount of contract price in words and figures including taxes]/(hereinafter “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 Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the Addenda Nos [Insert addenda numbers if any]
 - (d) the Special Conditions of Contract;
 - (e) the List of Eligible Countries as per GCC,
 - (f) the General Conditions of Contract;
 - (g) the Specification;
 - (h) the Drawings;
 - (i) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
 - (j) Table of Price Adjustment Data
 - (k) List of Approved Subcontractors
 - (l) [Specify if there are any other document]
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by
for and on behalf the Contractor in the presence of
Witness, Name, Signature, Address, Date

Signed by
for and on behalf of the Employer in the presence of
Witness, Name, Signature, Address, Date

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Witness, Name Signature, Address, Date List of Approved Subcontractors

In accordance with GCC Sub-Clause 13.1, The following Subcontractors are approved for carrying out the work as specified below.

Name of Subcontractors	Description of Works	Value/Percentage of subcontract


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Performance Security

(On letterhead paper of the Bank)

..... **Bank's Name, and Address of Issuing Branch or Office**

Beneficiary: **[Insert Name and Address of Employer]**

Date:

Performance Guarantee No.:

We have been informed that ... **[insert name of the Contractor, which in the case of a joint venture shall be the name of the joint venture]** (hereinafter called "the Contractor") has been notified by you to sign the Contract No. **[insert reference number of the Contract]** for the execution of **[insert name of contract and brief description of Works]** (hereinafter called "the Contract").

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

At the request of the Contractor, we..... **[insert name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Nepalese Rupees **[insert amount in figures* and amount in words]** such sum being payable in Nepalese Rupees, 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(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the..... **[insert day]**..... Day of **[insert month, year]**..... **, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions., ICC Publication No. 758 , .except that the supporting statement under Article 15(a) is hereby excluded..

.....

Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.

** Insert the date thirty days after the date specified for the Defect Liability Period. 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.


मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Advance Payment Security

(On letterhead paper of the Bank)

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

Beneficiary:[Insert Name and address of employer]

Date :

Advance Payment Guarantee No.....

We have been informed that [insert name of the Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. [insert refrence number of the contract]dated [insert agreement date] with you, for the execution of[Insert name of the contract and brief description of Works] (hereinafter called "the Contract").

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

At the request of the Contractor, we..... [insert name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Nepalese Rupees[insert amount in figures*. =and amount in 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:

- (a) Used the advance payment for purposes other than the costs of mobilization in respect of the Works.
Or
(b) .Has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the contract, specifying the amount payable by the contractor.

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 eighty (80) percent of the Contract Price has been certified for payment, or on the .. [insert day]..... day of ... [insert month, year]...**, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions,, ICC Publication No. 758 , except that the supporting statement under Article 15(a) is hereby excluded..

.....
Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

**The Guarantor shall insert an amount representing the amount of the advance payment in Nepalese Rupees of the advance payment as specified in the Contract.*

*** Insert the date Thirty 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.*

Retention Money Security

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



(On letterhead paper of the Bank)

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

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when at least eighty (80) percent of the whole works have been completed, progress of the works is satisfactory in accordance with the Contract as per approved work schedule and it can be assured that the works can be completed at the intended completion date, payment of [insert the amount of the Retention Money] is to be made against a Retention Money guarantee.

At the request of the Contractor, we, .. . [insert name of the Bank], as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Nepalese Rupees _____ [insert amount in figures and amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ...[insert day]... day of[insert month, year...]², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions,, ICC Publication No. 758 , except that the supporting statement under Article 15(a) is hereby excluded.

.....
Seal of Bank and Signature(s)

Annex-1

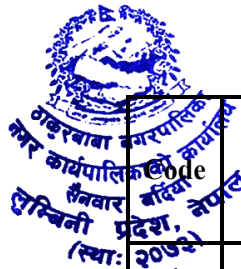
Table of Price Adjustment Data [GCC 53.1]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert the amount of the Retention Money.

²Insert the same expiry date which is 30 days more than the end of Defect Liability Period. The Employer should note that in the event of an extension of this date 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.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत



Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - adjustable (A)			0.15	0.15
	Labor (b)				
	Materials (c)				
	...				
	Equipment usage (d)				
		Total			1.00

Note: Base value and Bidder's proposed weighting coefficient to be filled as per "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Employer in case of the alternative provision of Bidder proposed value and weighting coefficient.

Table of Price Adjustment Data [GCC 53.6]

Code	Construction Material*	Unit	Base Price (NRs/Unit) ** (Ex-factory)	Source (Factory)**
1	2	3	4	5

** For the purpose of calculation of price adjustment, the Ex-factory price of the same source mentioned in the table shall be taken into consideration.

Note: Base Price and source to be filled as per "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Employer in case of the alternative provision of Bidder proposed source and base price.

मंगल बहादुर शाही
प्रमुख प्रशासकीय अधिकृत