

Abbreviations

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| BD | Bidding Document |
| BDF | Bidding Forms |
| BDS | Bid Data Sheet |
| BOQ | Bill of Quantities |
| COF | Contract Forms |
| DP | Development Partners |
| ELI | Eligibility |
| GCC | General Conditions of Contract |
| GoN | Government of Nepal |
| ICC | International Chamber of Commerce |
| IFQ | Invitation for Quotations |
| ITB | Instructions to Bidders |
| NCB | National Competitive Bidding |
| PAN | Permanent Account Number |
| PPA | Public Procurement Act |
| PPMO..... | Public Procurement Monitoring Office |
| PPR | Public Procurement Regulations |
| SBD | Standard Bidding Document |
| SCC | Special Conditions of Contract |
| TS | Technical Specifications |
| VAT..... | Value Added Tax |
| WRQ | Works Requirement |

Bikar Singh



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Section I. Instruction to Bidders (ITB)

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| 1. Scope of Works | 1.1 The Employer stated in the BDS for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of <i>Employer, name of project and contract identification number of Contracts</i> are provided in the BDS . |
| 2. Eligible Bidder | 2.1 This Invitation for Bids is open to all registered contractors with eligibility criteria specified in section III Eligibility Criteria. A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) 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 and/or the DP. 2.2 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. One Bid per Bidder | 3.1 Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified. |
| 4. Cost of Bidding | 4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs. |
| 5. Site Visit | 5.1 The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works. |
| 6. Content of Quotation Form | 6.1 The Quotation Form comprise the documents listed below: Section I: Instructions to Bidders Section II: Bid Data Sheet Section III : Eligibility Criteria Section IV: Bidding Forms Section V: Works Requirements Section VI: Bill of Quantities Section VII: General Conditions of Contract (GCC) Section VIII: Special Conditions of Contract (SCC) Section IX: Contract Forms |
| 7. Clarification | 7.1 A prospective Bidder may obtain clarification on the Quotation Form from the Employer on or before 5 days prior to the deadline for submission of quotation. |
| 8. Language of Bid | 8.1. All documents relating to the bid shall be in English /Nepali. |
| 9. Documents Comprising Bid | The bid by the Bidder shall comprise the following: <ul style="list-style-type: none"> • Letter of Bid • Eligibility Information/Document • Bid Security and • Priced Bill of Quantities |
| 10. Bid Prices | 10.1 The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is |



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| | <p>entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid separately by the Employer.</p> <p>All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.</p> |
| 11. Bid Validity | <p>11.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> |
| 12. Bid Security | <p>12.1 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.</p> <p>12.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (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. <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section III (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</p> <p>12.3 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.</p> <p>12.4 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> (a) a Bidder requests for withdrawal during the period of bid validity specified by the Bidder on the Letter of Bid, after bid submission deadline. (b) a Bidder changes the prices or substance of the bid while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 27; (d) the successful Bidder fails to: <ul style="list-style-type: none"> (i) furnish a performance security in accordance with clause 25 and 26; (ii) sign the Contract in accordance within the period stipulated in Letter of Acceptance; or (iii) accept the correction of arithmetical errors pursuant to clause 21.1 |
| 13. Format and Signing of Bids | <p>13.1 The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.</p> |
| 14. Sealing and Marking of Bids | <p>14.1 Bidders may submit their bids by hand copy or by electronically. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <ul style="list-style-type: none"> (a) Bidders submitting bids by hand copy: The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation. (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS |



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| 15. Deadline for Submission of Bids | 15.1 Bids shall be delivered to the Employer at the address no later than the time and date specified in BDS. |
| 16. Late Bids | 16.1 Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request. |
| 17.Modification And Withdrawal of Bids | 17.1 Bids once submitted shall not be withdrawn or modified. |
| 18. Bid Opening | 18.1 The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS. The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present. |
| 19. Process to be Confidential | 19.1 Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid. |
| 20.Examination of Bids | 20.1. Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents. |
| 21. Evaluation and Comparison of Bids | <p>21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> (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 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. <p>21.2 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 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p> <p>21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of</p> |




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| | <p>Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p> |
| <p>22. Award of Contract</p> | <p>22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 if the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded or extremely low in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract or may consider the bid as non-responsive.</p> |
| <p>23. Employer's Right to Accept any Bid and to Reject any or all Bids</p> | <p>23.1 The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p> |
| <p>24. Notification of Award and Signing of Agreement</p> | <p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.</p> |
| <p>25. Performance Security</p> | <p>25.1. Within seven (7) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned 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.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p> |





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| 26. Additional Securities | 26.1 The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, front loaded or unbalanced. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest evaluated Bidder. |
| 27. Corrupt or Fraudulent Practices | 27.1 The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question. |
| 28. Conduct of Bidders | <p>28.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price.. g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract |
| 29. Blacklisting Bidder | <p>29.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 28.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, <p>29.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p> |
| 30. Provision of PPA and PPR | If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail. |




SECTION - II
Bid Data Sheet

| ITB 1 | <p>The scope of work is: Fencing work of Betan Substation with G.I. Barbed Wire and Concrete Post.</p> <p>The number of the Invitation for Bids is : RPGCL/W/SQ/080-81/01</p> <p>The Employer is: Rastriya Prasaran Grid Company Limited</p> <p>The name of the Project is: Kamali Corridor 400kV Transmission Line</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------|--|---------------|----------|-------------|---------|--|---------------|-----------|-----|--|-----------------------------|-----------|-----|--|----------------------|-----------|-----|--|------------------|-----------|-----|--|---|-----------|-----|--|------------------------------------|-----------|-----|--|---------------|-----------|-----|--|---------------------------------------|-----------|-----|--|--|---------------|-----|
| ITB 11 | The bid validity period shall be: 45 (Forty-Five) Days. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB 12.1 | The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NRs. 50,000.00 , which shall be valid for 30 days beyond the validity period of the bid. (i.e., at least till 2080/09/09. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB 12.2 (b) | <p>Cash Deposit Account for Bid Security:</p> <p>Account Name: Rastriya Prasaran Grid Company Limited</p> <p>Bank Name: Prabhu Bank Limited.</p> <p>Bank Address: Putalisadak, Kathmandu</p> <p>Account Number: 3517089644800018</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB 14.1 | <p>Bidders “shall not” have the option of submitting their bids electronically.</p> <p>The required forms and documents shall be part of technical bids.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Document</th> <th style="text-align: center;">Requirement</th> <th style="text-align: center;">Remarks</th> </tr> </thead> <tbody> <tr> <td></td> <td>Letter of Bid</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>Bid Security/Bank Guarantee</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>Company registration</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>VAT registration</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>Tax Clearance Certificate/Tax return submission evidence/evidence of time extension</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>Power of Attorney of Bid signatory</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>Completed BoQ</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>Bank Voucher for cost of bid document</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>Additional documents specified in Bidding Document</td> <td>If applicable</td> <td>PDF</td> </tr> </tbody> </table> | No. | Document | Requirement | Remarks | | Letter of Bid | Mandatory | PDF | | Bid Security/Bank Guarantee | Mandatory | PDF | | Company registration | Mandatory | PDF | | VAT registration | Mandatory | PDF | | Tax Clearance Certificate/Tax return submission evidence/evidence of time extension | Mandatory | PDF | | Power of Attorney of Bid signatory | Mandatory | PDF | | Completed BoQ | Mandatory | PDF | | Bank Voucher for cost of bid document | Mandatory | PDF | | Additional documents specified in Bidding Document | If applicable | PDF |
| No. | Document | Requirement | Remarks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Letter of Bid | Mandatory | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Bid Security/Bank Guarantee | Mandatory | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Company registration | Mandatory | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | VAT registration | Mandatory | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Tax Clearance Certificate/Tax return submission evidence/evidence of time extension | Mandatory | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Power of Attorney of Bid signatory | Mandatory | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Completed BoQ | Mandatory | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Bank Voucher for cost of bid document | Mandatory | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Additional documents specified in Bidding Document | If applicable | PDF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB 15 | <p>The deadline for bid submission is:</p> <p>Address: Rastriya Prasaran Grid Company Limited, Buddhanagar, Kathmandu</p> <p>Date: 2080/06/24</p> <p>Time : 12:00 PM.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB 18 | <p>The bid opening shall take place at:</p> <p>Address: Rastriya Prasaran Grid Company Limited, Buddhanagar, Kathmandu</p> <p>Date: 2080/06/24</p> <p>Time : 12:30 PM.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



Section- IV: Bidding Forms

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:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:.....
- (d) The discounts offered and the methodology for their application are:.....
- (e) Our bid shall be valid for a period of 45 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) 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;
- (h) We declare that, we have not been black listed 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.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (j) If awarded the contract, the person named below shall act as Contractor's Representative:
- (k) 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.

Name:

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Biker *...* *...* *...* *...* 

Bid Security

Bank Guarantee

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

(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: 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 name of Contract under Invitation for Quotations No. ("the IFQ").

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

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

- (a) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (b) 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.
- (c) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the datenumber.....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, ICC Publication No. 758.

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

Note:

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

Bidder *Bank* 

SECTION - V Works Requirements

This Section contains the Specification, and the Drawings that describe the Works to be procured.

Scope of Work

Rastriya Prasaran Grid Company Limited (RPGCL) has acquired about 108.11 Ropani land at Baghmara village, ward no. 4 Chaukune Rural Municipality of Surkhet District for its proposed Betan 400/220 kV Substation. RPGCL intends to fence around the land area to protect it from encroachment utilizing concrete post and strips of barbered wires. The fence is to be built by end of Fiscal Year 2079/2080.

Detailed works:

1. Demarcation of the land area in presence of official representative from Survey office, Ward's representative and Client's representative.
2. Erection of the Concrete post.
3. Stringing of Barbered wire.
4. Installation of Entrance Gate.

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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, DoLIDAR 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.

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.

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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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Specifications of Fencing of G.I. Barbed Wire with Concrete Post

1. General

The Work shall be carried out according to these Specifications whether specifically mentioned elsewhere or not. No extra in any form will be paid unless it is definitely stated as an item in the Bill of Quantities.

Whenever the Specifications are not given or when the Specifications are ambiguous, the relevant Nepal Standards or Indian Standards and further amendments will be considered as final and binding.

The Work shall be related to the drawings which the Contractor is presumed to have studied. Nothing extra will be paid for any item because of its shape, location or other difficult circumstances, even if the schedule makes no distinction, as long as the item is shown in the drawings.

The requirements of Specifications shall be fulfilled by the Contractor without extra charges i.e. the item rates quoted shall be deemed to have taken these Specifications into account.

These are requirements the Contractor shall fulfil after the issue of Letter of Acceptance but before the Date of Commencement.

2. Scope of Work:

Rastriya Prasaran Grid Company Limited (RPGCL) has acquired about 108.11 Ropani land at Baghmara village, ward no. 4 Chaukune Rural Municipality of Surkhet District for its proposed Betan 400/220 kV Substation. RPGCL intends to fence around the land area to protect it from encroachment utilizing concrete post and strips of barbered wires. The fence is to be built by end of Fiscal Year 2079/2080.

Detailed works:

1. Demarcation of the land area in presence of official representative from Survey office, Ward's representative and Client's representative.
2. Erection of the Concrete post.
3. Stringing of Barbered wire.
4. Installation of Entrance Gate.

3. CONCRETE POST

R.C.C Concrete Post

The dimension of R.C.C Concrete Post is 100 x 80 x 2120mm. Each R.C.C. post consists of 4 numbers of vertical reinforcement bar of 8mm diameter tied with 6mm diameter stirrups spaced at 200 mm centre to centre. Concrete grade used should be M 15 (1:2:4).

Foundation should be at least 450mm below the ground. R.C.C. concrete post should be fixed with concrete grade M10 (1:3:6).

The detail for post is shown in the drawing below. G.I. Barbed wire should be strengthened to R.C.C. posts placed at the regular spacing of 2000 mm center to center.

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4. CONCRETE WORK

Definitions

Non-structural concrete is composed of materials complying with the Specification but for which no strength requirements are specified and which is used only for filling voids, blinding foundations and similar purposes where it is not subjected to significant stress.

Materials for Concrete

(1) General

The Contractor shall submit to the Engineer full details of all materials which he proposes to use for making concrete. No concrete shall be placed in the works until the Engineer has approved the materials of which it is composed. Approved materials shall not thereafter be altered or substituted by other materials without the consent of the Engineer.

(2) Cement

Cement shall be free flowing and free of lumps. It shall be supplied in the manufacturer's sealed unbroken bags or in bulk. Bagged cement shall be transported in vehicles provided with effective means of ensuring that it is protected from the weather. Bulk cement shall be transported in vehicles or in containers built and equipped for the purpose.

Cement in bags shall be stored in a suitable weatherproof structure of which the interior shall be dry and well-ventilated at all times. The floor shall be raised above the surrounding ground level not less than 30cm and shall be so constructed that no moisture rises through it.

(3) Fine Aggregate

Fine aggregate shall be clean hard and durable and shall be natural sand, crushed gravel sand or crushed rock sand complying with IS 383. As the material shall pass through a 4.75 mm IS sieve and the grading shall be in accordance with IS 383. In order to achieve an acceptable grading, it may be necessary to blend materials from more than one source. The deviation from the initial fineness modulus shall be no more than ± 0.30 for ordinary concrete and ± 0.20 for high quality concrete.

(4) Coarse Aggregate

Coarse aggregate shall be clean hard and durable crushed rock, crushed gravel or natural gravel. Coarse aggregate shall be supplied in the nominal size called for in the contract and shall be of the grading as single sized aggregate or graded aggregate of nominal size 40 mm, 20 mm, 12.5 mm and 10 mm in accordance with IS 383.

(5) Delivery and Storage of Aggregates

Aggregates shall be delivered to site in clean and suitable vehicles. Different type or sizes of aggregates shall not be delivered in one vehicle. Each type or size of aggregate shall be stored in a separate bin or compartment having a base such that the contamination of aggregate is prevented. Dividing walls between bins shall be substantial and continuous so that no mixing of types or sizes occurs. The storage of aggregates shall be arranged in such a way that drying out in hot weather is

Bilal *Asif* *Farhan* *Janab*



prevented in order to avoid sudden fluctuations in water content. Storage of fine aggregates shall be arranged in such way that they can drain sufficiently before use in order to prevent fluctuations in water content of the concrete.

(6) Curing of works:

All the concrete works, brick work, pointing works, plastering work, punning, or any other similar concrete works should be cured by clean water at least for 7 days after application under the direct supervision of site representative of Employer with contractor's own cost.

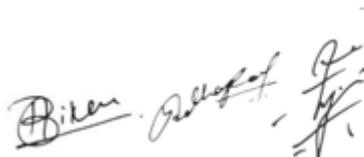
5. DETAILED SPECIFICATIONS OF CIVIL WORKS

| SN | Particulars | Detailed Specification |
|----|----------------------------|---|
| 1 | Demarcation of Land | <p>Demarcation of the land area in presence of official representative from Survey office, Ward's representative and Client's representative. Minutes shall be prepared and provided by the contractor to the client immediately after completion of the demarcation work.</p> <p>Payment For the payment of demarcation of land, shall be done as per claim by contractor.</p> |
| 2 | Site cleaning | <p>All material from site clearance shall be the property of the Employer and depending on its nature shall, as directed by the Engineer,</p> <p>Measurement Clearing and grubbing executed as per this Specification shall be measured in square meter.</p> <p>Payment Clearing and grubbing and cutting trees shall be paid at their respective contract unit rates which shall be the full and the final compensation to the Contractor. The contract unit rate for cutting of trees of girth above 300 mm shall also include handling, salvaging, piling and disposing off the cleared materials with all leads and lifts.</p> <p>Clearing shall consist of the cutting, removing and disposal of all trees, bushes, shrubs, grass, weeds, other vegetation, anthills, rubbish, fences, top organic soil not exceeding 150 mm in thickness and all other objectionable material, resulting from the clearing and grubbing. It shall also include the removal and disposal of structures that obtrude, encroach upon or otherwise obstruct the work.</p> <p>The moving of a certain amount of soil or gravel material may be inherent to or unavoidable during the process of clearing and no extra payment shall be made for this. Clearing shall include the removal of all rocks and boulders lying on the surface.</p> |
| 3 | Excavation | Excavation |





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| | | <p>Foundation shall be dug to the exact width and depth and levels as indicated in the drawings or to such lesser or greater extent as the Engineer may advice.</p> <p>Measurement Measurement of all works will be made in m³.</p> <p>Payment Payment for work under these clauses will be made on the basis of contract unit price indicated in the BOQ. The payment will be full and final compensation for all material, labour, and equipment to complete the works as specified.</p> |
| 4 | Backfill | <p>This work is related to require filling with specified material in the remaining volume or space of excavation left unoccupied by Concrete Post.</p> |
| 5 | Concrete Work (General) | <p>Concrete Work Mixing Concrete Before any batching, mixing, transporting, placing, compacting and finishing and curing the concrete ordered or delivered to site, the Contractor shall submit to the Engineer full details including Drawing of all the plant which he proposes to use and the arrangements he proposes to make. Concrete for the works shall be batched and mixed in one or more plants or concrete mixer unless the Engineer agrees to some other arrangement. If concrete mixers are used, there shall be sufficient number of mixtures including stand by mixers. Batching and mixing plants shall be complying with the requirements of IS 1791 and capable of producing a uniform distribution of the ingredients throughout the mass. Truck mixers shall comply with the requirements of IS 4925 and shall only be used with the prior approval of the Engineer.</p> <p>Transportation Of Concrete The concrete shall be discharged from the mixer and transported to the works by means which shall prevent adulteration, segregation or loss of ingredients, and shall ensure that the concrete is of the required workability at the point and time of placing. The loss of slump between discharge from the mixer and placing shall be within the tolerances. The capacity of the means of transport shall not be less than the full volume of a batch. The time elapsing between mixing transporting placing and compaction altogether of a batch of concrete shall not be longer than the initial setting time of the concrete. Unless otherwise instructed by the Engineer surfaces against which concrete is to be placed shall receive prior coating of cement slurry or mortar mixed in the proportions similar to those of the fines portion in the concrete to be placed. The mortar shall be kept ahead of the concrete. The mortar shall be placed into all parts of the excavated surface and shall not be less than 5 mm thick. If any fissures have been cleaned out they shall be filled with mortar or with concrete as instructed by the Engineer. The</p> |





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| | | <p>Hand Mixed Concrete</p> <p>Concrete post is the non-structural component. Where non-structural concrete is required, hand mixing may be carried out subject to approval of the Engineer. For making hand mixed concrete, cement, sand and aggregate shall be batched separately by volume or by weight as applicable. Mixing shall be done in masonry platform or sheet iron tray. Then cement and sand shall be mixed dry to uniform colour. The aggregate shall be stacked in a proper shape upon which cement sand mix shall be spread and whole mix shall be turned up and down to have uniform mix of all ingredients. Then water shall be added and shall be mixed to uniform consistency. For hand mixed concrete the specified quantities of cement shall be increased by 10% and not more than 0.25 cubic meters shall be mixed at one time.</p> <p>Measurement</p> <p>Concrete</p> <p>Concrete laid in place as specified in the Drawing or directed by the Engineer shall be measured in cubic meter separately for each class. No deduction shall be made in the measurement for: bolt holes, pockets, box outs an cast in components provided that the volume of each is less than 0.15 cubic meters; mortar beds, fillets, drips, rebates, recesses, grooves, chamfers and the like of 100 mm total width or less; reinforcement.</p> |
| 6 | Reinforcement | <p>Reinforcement as plain bars and deformed bars and steel fabric shall comply with the following Indian Standards. IS 1786 for high strength deformed steel bars and wires. IS 1566 for steel mesh fabric. IS 432 mild steel and medium tensile steel bars.</p> <p>All reinforcement shall be from an approved manufacturer and, if required by the Engineer, the Contractor shall submit the ISI certification mark or other test certificate from the manufacturer acceptable to the Engineer. The Contractor shall furnish all information as manufacturer's certificate, invoice, and other relevant details to ensure the quality of steel. The reinforcements shall have no crack, scale or rust or foreign particles that will destroy or reduce the bond. The bars shall be accurately bent and formed to the dimension indicated in the Drawings. The Contractor shall prepare bending schedules for each structure and calculate the weight of the reinforcement. The schedule of bars and the calculations shall be submitted to the Engineer for approval.</p> <p>The Contractor shall satisfy himself as to the accuracy of any bar bending schedules supplied and shall be responsible for cutting, bending, and fixing the reinforcement in accordance with the Drawing. Bars shall be bent mechanically using appropriate bar benders.</p> <p>Fixing Reinforcement shall be thoroughly cleaned. All dirt, scale, loose rust, oil and other contaminants shall be removed before placing it in position. If the reinforcement is contaminated with concrete from previous operations, it shall be cleaned before concreting in that Section.</p> |





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| | | <p>Reinforcement shall be securely placed and fixed in position as shown in the drawing or directed by the Engineer.</p> <p>The Contractor shall ensure that reinforcement left exposed in the works shall not suffer distortion, displacement or other damage. When it is necessary to bend protruding reinforcement aside temporarily, the radius of the bend shall not be less than four times the bar diameter for mild steel bars or six times the bar diameter for high yield bars. Such bends shall be carefully straightened without leaving residual kinks or damaging the concrete round them before concrete placing. In no circumstances heating and bending of high yield bars shall be permitted. Bars complying with IS 1786 or other high tensile bars shall not be bent after placing in the works.</p> <p>Payment</p> <p>The reinforcement shall be paid at contract unit rate. The rate shall also include compensation for the cost of providing, cutting to length, cleaning, spacer blocks, waste incurred by cutting, welding, fixing the reinforcement in position including the provision of wire or other material for supporting and tying the reinforcement in place, bending reinforcement aside temporarily, and straightening, placing and compacting concrete around reinforcement.</p> |
| 7 | Formwork | <p>Formwork</p> <p>Form works shall include all temporary or permanent forms required for forming the concrete together with all temporary construction for their support. Form works shall be designed and erected by the Contractor so that concrete can be properly placed and compacted in a manner that the hardened concrete conforms to the required shape, position, and level subject to the specified tolerances and standards of finish. It shall be assembled with adequate nails and /or nuts and bolts. It shall consist of wooden boards, sheet metals, and any other suitable material that prevent loss of grout when the concrete is vibrated. Special care shall be taken to maintain the stability of the form works and the tightness of the joints particularly during concrete vibrating operations.</p> <p>Any holes formed by removal of ties shall be filled with concrete or mortar of approved composition. Form works at top shall be provided where the slope of the formed surface exceeds one in four. Before each concrete operation commences, form works shall be cleaned of all rubbish and other foreign particles. Concrete operations shall not commence until the erected form works has been inspected and approved.</p> <p>Where reinforcement projects through formwork, the form shall fit closely round the bars. Formwork shall be so designed that it may be easily removed from the work without damage to the faces of the concrete. It shall also incorporate provisions for making minor adjustments in position, if required, to ensure the correct location of concrete faces. Due allowance</p> |



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| | | <p>shall be made in the position of all formwork for movement and settlement under the weight of fresh concrete.</p> <p>Formwork shall also be tied down or otherwise secured against floating within the body of the concrete.</p> <p>Preparation of Formwork</p> <p>Before any reinforcement is placed into position within formwork, the latter shall be thoroughly cleaned and then dressed with a release agent. The agent shall be either suitable oil incorporating a wetting agent, an emulsion of water suspended in oil or low viscosity oil containing chemical agents. The Contractor shall not use an emulsion of oil suspended in water nor any release agent which causes staining or discolouration of the concrete, air holes on the concrete surface, or retards the set of the concrete or affects the strength of concrete. In order to avoid colour differences on adjacent concrete surfaces, only one type of release agent shall be used in any one section of the works. In cases where it is necessary to fix reinforcement before placing formwork, all surface preparation of formwork shall be carried out before it is placed into position.</p> <p>Before concrete placing commences, all wedges and other adjusting devices shall be secured against movement during concrete placing and the Contractor shall maintain a watch on the formwork during placing to ensure that no movement occurs. If any movement noticed, the formwork shall be set right immediately.</p> <p>Removal of Formwork</p> <p>Forms shall be removed without shock vibrations or other damage to the concrete. Formwork shall be carefully removed without shock or disturbance to the concrete. No formwork shall be removed until the concrete has gained sufficient strength to withstand any stresses safely to which it may thereby be subjected.</p> <p>Alternatively, formwork may be removed when the concrete has attained the strength set out in Table provided that the attained strength is determined by making test cubes and curing them under the same conditions as the concrete to which they refer. Compliance with these requirements shall not relieve the Contractor of his obligation to delay removal of formwork until the removal can be completed without damage to the concrete.</p> <p>As soon as the formwork has been removed, bolt holes in concrete faces other than construction joints which are not required for subsequent operations shall be completely filled with mortar sufficiently dry to prevent any slumping at the face. The mortar shall be mixed in the same proportions as the fine aggregate and cement in the surrounding concrete and with the same materials and shall be finished flush with the face of the concrete. After removal of the formwork, the date of casting of concrete shall be</p> |
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| | | <p>marked on the surface of related concrete by water proof paint/marker for estimation of curing time.</p> <p>Measurement</p> <p>Except as stated below, formwork shall be measured in square meter of formwork actually in contact with the finished face of the concrete. No deduction shall be made in the measurement for openings, pipes, ducts and the like, provided that the area of each is less than 0.50 square meters. Unless otherwise stated, if the volume or area of concrete has not been deducted when measuring the concrete, formwork to form box or the void shall not be measured. Formwork required for lean concrete, to form construction joints and shear keys for future concrete and other construction surfaces shall not be measured and the costs shall be included in the rates for other work.</p> <p>The measurement of formwork is inclusive of the measurement for formwork finished surface, shoring, staging, scaffolding and other accessories required for erection and removal of the formwork.</p> <p>Payment</p> <p>The formwork shall be paid as per the contract unit rate. The rates for formwork shall include the cost of submission of details, transportation and use of all materials for formwork, erection including provision of supports, fillets and chamfers 75 mm and less in width, cutting to waste, drilling or notching the formwork for reinforcement where required, temporary openings, cleaning, dressing, removal of formwork, filling bolt holes and any remedial work including all incidental works required to complete the work as per Specification.</p> <p>The payment for unformed surfaces of concrete shall be deemed included in the contract unit rate of the relevant concrete.</p> |
| 8 | Fence Works | <p>Barbed wire fencing shall be provided between Concrete Post as shown in drawing or as instructed by site Engineer. The barbed wire shall be firmly held by hooks at Concrete Post as shown in drawing or instructed by site Engineer. The Concrete post should be firmly placed at ground which shall be grouted with 1:3:6 concrete as shown in drawing. Contractor shall use only 14 gauge of barbed wire and notify the client's representative before selection of vendor.</p> <p>Measurement of payments of following items for fencing areas follows.</p> <p>a) Fencing with Barbed wire:</p> <p>Measurement for payment of "Fencing with Barbed Wire" shall be made on the basis of the actual length of barbed wire of the finished goods. Payment shall be made for the number of meters measured as per unit rate quoted in the bill of Quantities. The unit rate shall include full cost of labor, tools/equipment, materials, transport to site, painting and all other costs necessary for the performance and completion of the Works in the workman like manner.</p> |

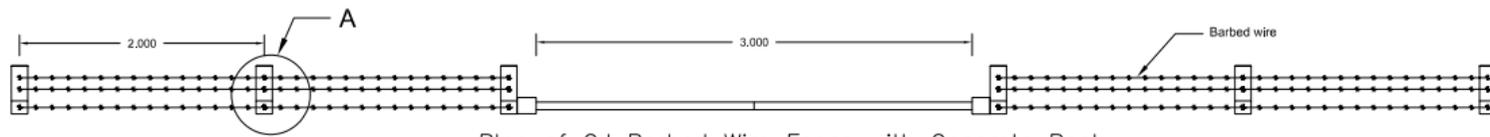




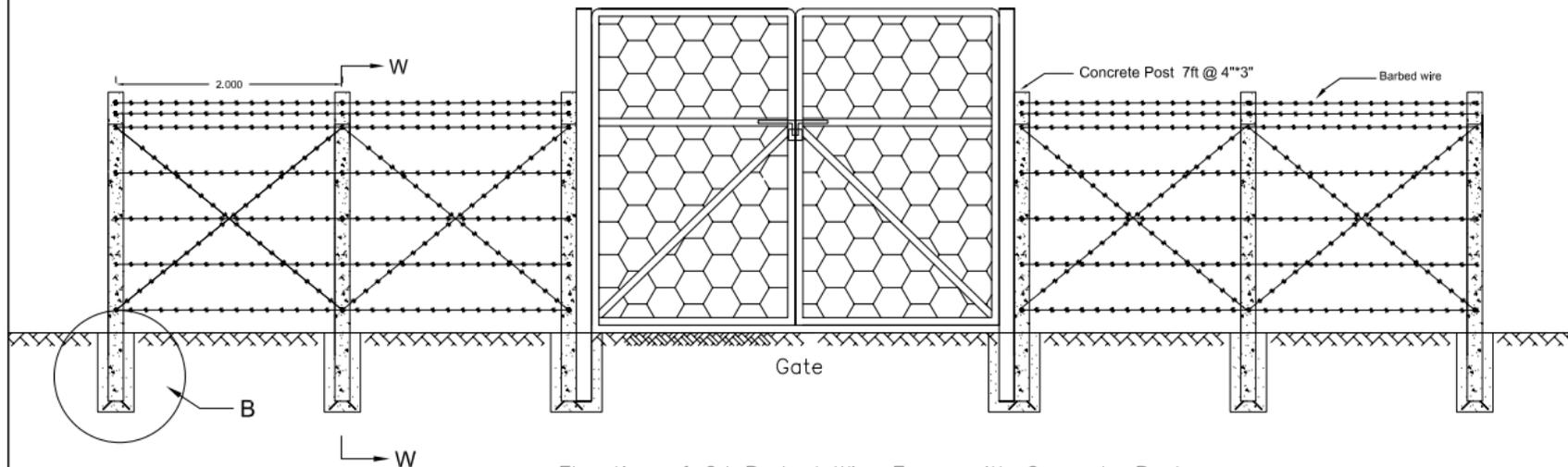
Drawings

Biker *Assoc. of* *Fr.* *James*





Plan of G.I Barbed Wire Fence with Concrete Post



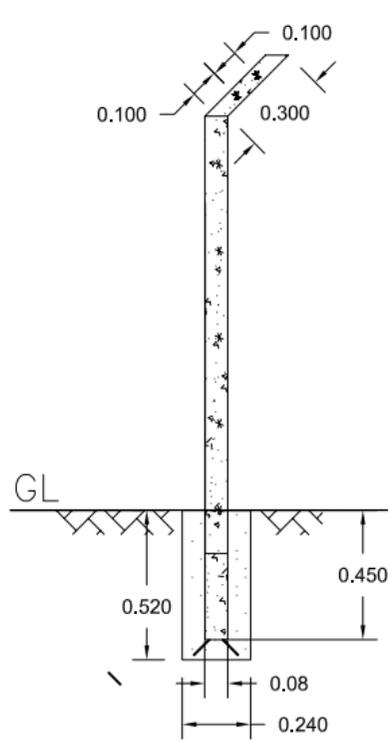
Elevation of G.I Barbed Wire Fence with Concrete Post

* ALL DIMENSION ARE IN METER
 * FOR TENDER PURPOSE ONLY

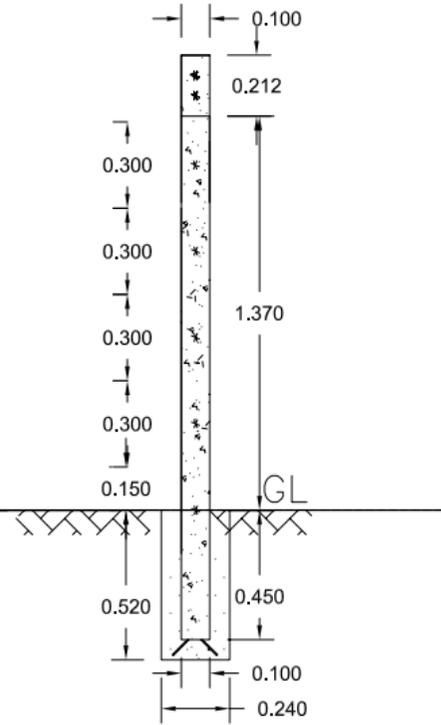
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| Client:  Rastriya Prasaran Grid Company Ltd. Buddhanagar, Kathmandu | Project: | Title: Detail Drawing of Barbed Wire Fence | Date: | Approval: | Signature: | Scale: | Plan & Elevation | DATE: February, 2023 |
| | | | | | | | DRG NO : | SHEET NO : 01 |

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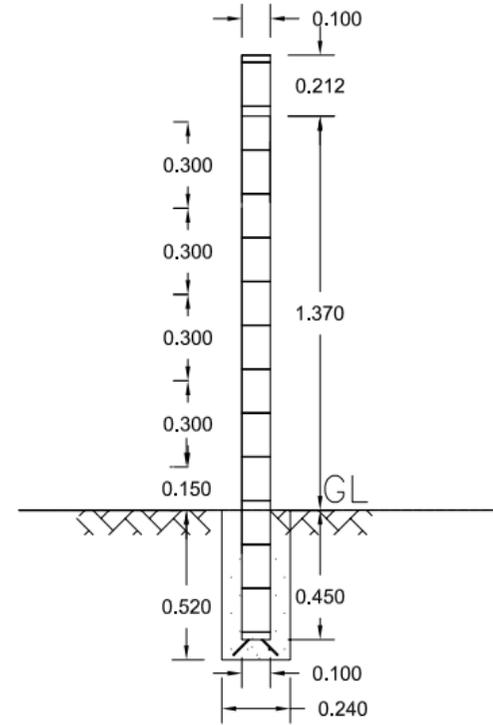




SECTION W-W (Side)



SECTION W-W (Front)



(c/s)

* All DIMENSION ARE IN METER
 * FOR TENDER PURPOSE ONLY

Client:



Rastriya Prasaran Grid Company Ltd.
 Buddhanagar, Kathmandu

Project:

Title:

Detail Drawing of Barbed Wire Fence

Date:

Approval:

Signature:

Scale:

Cross Section & Detailing

DATE: February, 2023

Chainage:

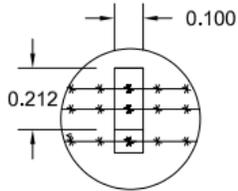
DRG NO :

SHEET NO : 02

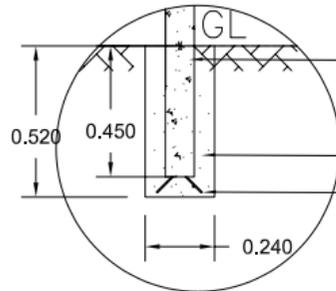
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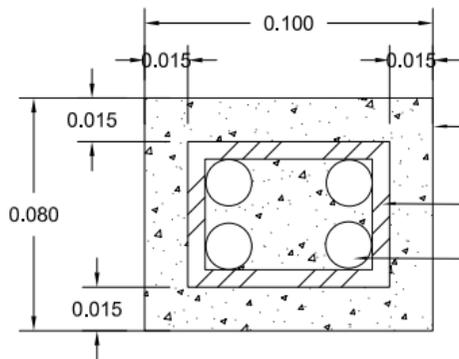


DETAIL-A



DETAIL-B

M15 (1:2:4)
Concrete Post
M10 (1:3:6)
Reinforcement 4@ 8mm diameter



C/S OF CONCRETE POST

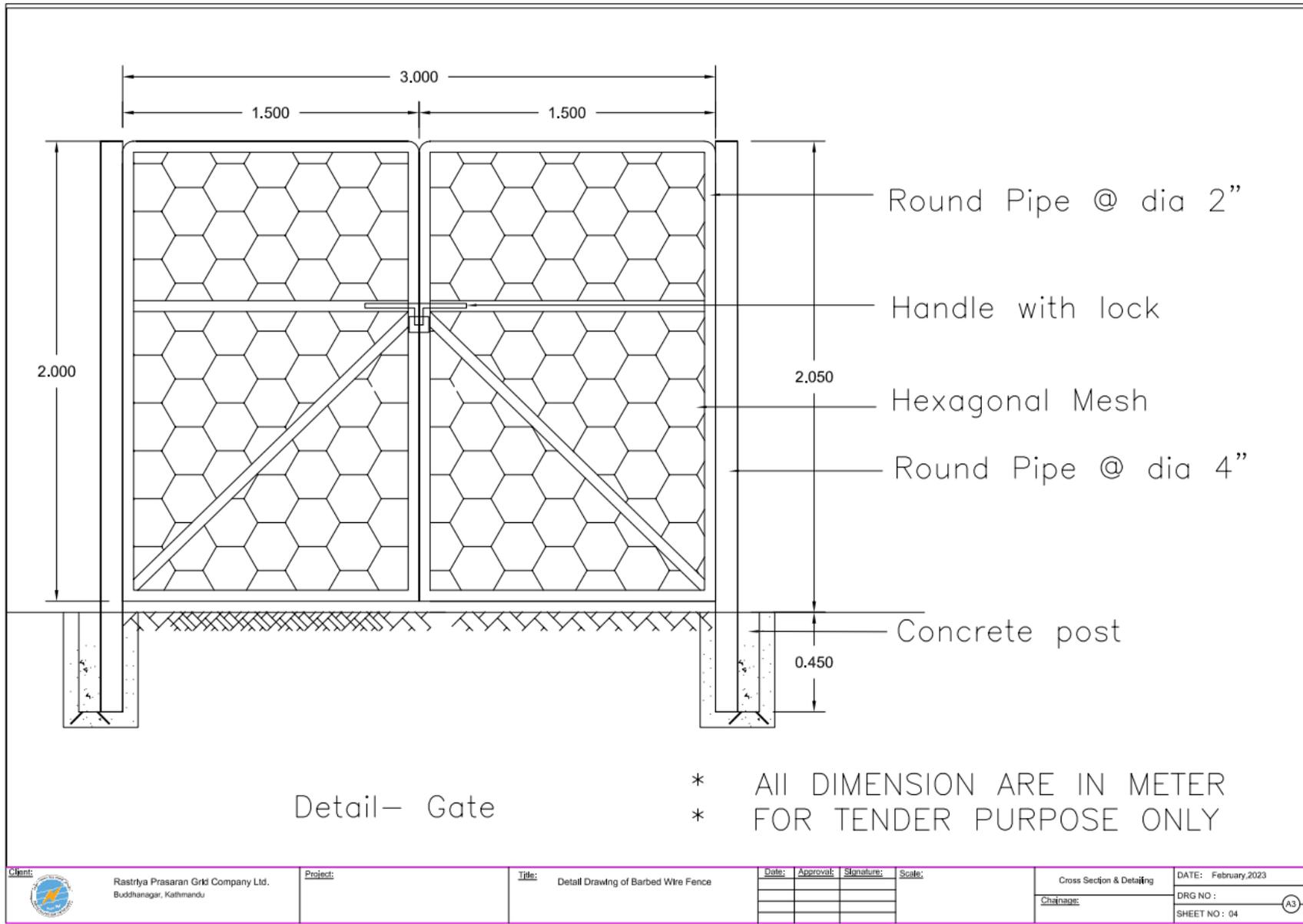
M15 (1:2:4) Concrete Post
Stirrups in spacing of 6" @ 6mm diameter (14 Nos)
Reinforcement 4@ 8mm diameter

* All DIMENSION ARE IN METER
* FOR TENDER PURPOSE ONLY

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|---|----------|--|-------|-----------|------------|--------|--|----------------------|
|  Client: Rastriya Prasaran Grid Company Ltd. Buddhanagar, Kathmandu | Project: | Title: Detail Drawing of Barbed Wire Fence | Date: | Approval: | Signature: | Scale: | Cross Section & Detailing Chainage: | DATE: February, 2023 |
| | | | | | | | | DRG NO: |

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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.

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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, labour, 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 deemed to be distributed among the rates and prices entered for the related Items of Work.
7. 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.

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b) Day work Labour

1. In calculating payments due to the Contractor for the execution of day works, the hours for labour will be reckoned from the time of arrival of the labour 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 labour 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 labour is employed on day work, calculated at the basis rates entered by it in the " SCHEDULE OF DAY WORK RATES: 1. LABOUR ". The rates for labour shall be deemed to cover all costs to the Contractor including (but not limited to) i) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, ii) any sums paid to or on behalf of such labour 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.
2. In calculating the payment due to the Contractor for Constructional 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 labour 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

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 SCC should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

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

Bidder *Accepted* *For* *James*



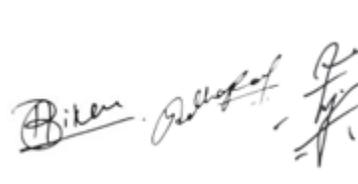
prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Biden *2020* *11/11* *James*



Bill of Quantities

| S.N. | Item Description | Unit | Quantity | Rate (NRs.) | Amount (NRs.) | Remarks |
|------|---|-------|----------|-------------|---------------|---------|
| 1 | Demarcation of boundary with temporary pegs in presence of in presence of official representative from Survey office, Ward's representative and Client's representative. | LS | 1 | | | |
| 2 | Site preparation works including clearing and cleaning of site before and after finishing the job and other works as instructed by the site incharge | m2 | 1,200.00 | | | |
| 3 | Earthwork in excavation Works: Earthwork for drain and trenches including struting, bracing, sheeting & disposal upto 10m & lift upto 1.5m all complete as per site condition and specification | Cu.m. | 17.97 | | | |
| 4 | Earth Filling Works: Providing and filling in foundation with soil available at site in layer with 15cm each with watering , hammering and compaction as specified with 10m lead | Cu.m. | 5.99 | | | |





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|-------------------------|---|-------|----------|--|--|--|
| 5 | Preparation of formwork ,fixing and removing all complete including 30 m lead in Floor, slab | Cu.m. | 16.57 | | | |
| 6 | M10 P.C.C. Works: Providing & placing manually mixed nonstructural Cement concrete 1:3:6 (Cement, Sand, Aggregate) including compaction, curing, testing & lead 30m etc all complete as per specification & drawing (Concrete Post) | Cu.m. | 24.34 | | | |
| 7 | M15 P.C.C. Works: Providing & placing manually mixed nonstructural Cement concrete 1:2:4 (Cement, Sand, Aggregate) including compaction, curing, testing & lead 30m etc all complete as per specification & drawing (Concrete Post) | Cu.m. | 15.28 | | | |
| 8 | Reinforcement of bar cutting, Bending, Placing in poision | Kg | 2,578.15 | | | |
| 9 | G.I. barbed wire works: Bending and placing of 14-gauge wire in a boundary wall as per drawing | rm | 2,777.78 | | | |
| 10 | Preparation of Metal gate with hexagonal mesh as per drawing | LS | 1.00 | | | |
| Total item Price | | | | | | |
| VAT @ 13% | | | | | | |
| Grand Total | | | | | | |

Bilal *Asst. Engr* *for* *Genl.*



Section VII. General Conditions of Contract (GCC)

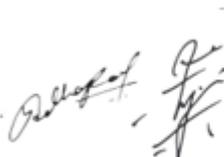
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| 1. General Provisions | |
| 1.1 Definitions | In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise: |
| The Contract | <p>1.1.1 “Contract” means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).</p> <p>1.1.2 “Specification” means the document as listed in the SCC, and any variation to such document.</p> <p>1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the SCC, and any variation to such drawings.</p> <p>1.1.4 “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender.</p> <p>1.1.5 “Bid or Quotation” means the contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.</p> <p>1.1.6 “Letter of Acceptance” means the formal acceptance by the Employer of the bid or Tender.</p> |
| Persons | <p>1.1.7 “Employer” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee.</p> <p>1.1.8 “Contractor” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.</p> <p>1.1.9 “Party” means either Employer or the contractor.</p> |
| Date, Times and Periods | <p>1.1.10 “Commencement Date” means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties.</p> <p>1.1.11 “Day” means a calendar day.</p> <p>1.1.12 “Time for Completion” means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 6.3), calculated from the Commencement Date.</p> |
| Money and Payments | <p>1.1.13 “Cost” means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.</p> <p>1.1.14 “Contract Price” means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and</p> |



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| | <p>Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.</p> <p>1.1.15 "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3</p> |
| Other Definitions | <p>1.1.16 "Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p> <p>1.1.17 "Country" means Nepal.</p> <p>1.1.18 "Employer's Liabilities" means those matters listed in Sub-Clause 5.1.</p> <p>1.1.19 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.</p> <p>1.1.20 "Plant" means the machinery and apparatus intended to form or forming part of the Permanent Works.</p> <p>1.1.21 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.</p> <p>1.1.22 "Variation" means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/Engineer under Sub-Clause 9.1.</p> <p>1.1.23 "Works" means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.</p> <p>1.1.24 "Permanent Works" means the permanent works to be executed (Including Plant) in accordance with the Contract.</p> <p>1.1.25 "Temporary Works" means all temporary works of every kind (other than contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.</p> |
| 1.2 Interpretation | Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. |
| 1.3 Priority of Documents | The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as listed in the SCC . |
| 1.4 Law | The law of the Contract is stated in the Law of Nepal. |
| 1.5 Communications | <p>Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed.</p> <p>If a notice given pursuant to Sub Clause 1.5 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.</p> |
| 1.6 Statutory Obligations | The contractor shall comply with the laws of Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works. |
| 2. The Employer | |



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| 2.1 Provision of Site | The Employer shall provide the Site and right of access thereto at the times stated in the SCC. |
| 2.2 Permits and Licenses | The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works. |
| 2.3 Employer's Instructions | The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works. |
| 2.4 Approvals | No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations. |
| 3. Employer's Representatives | |
| 3.1 Authorised Person | One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor. |
| 3.2 Employer's Representative | The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative. |
| 4. The Contractor | |
| 4.1 General Obligations | The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer. During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under. A child who has not attained the age of fourteen years shall not be employed in any work as a labourer. |
| 4.2 Contractor's Representative | The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor. |
| 4.3 Subcontracting | The contractor shall not subcontract the Works. |
| 4.4 Performance Security | As stated in the SCC , the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance. |
| 5. Employer's Liabilities | |
| 5.1 Employer's Liabilities | In this Contract, Employer's Liabilities mean: a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country, b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country, c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works. d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract, e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, |




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| | <p>f. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions</p> <p>g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure,</p> <p>h. any failure of the Employer,</p> <p>i. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer,</p> <p>j. any delay or disruption caused by any Variation,</p> <p>k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,</p> <p>l. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and</p> <p>m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.</p> |
| 6. Time for Completion | |
| 6.1 Execution of the Works | The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion. |
| 6.2 Programme | The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC |
| 6.3 Extension of Time | <p>The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities.</p> <p>The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 21 days before the expiry of the Contract completion date. On receipt of an application from the contractor, within 21 days, the Employer shall consider all supporting details provided by the contractor and shall decide extend the Time for Completion as appropriate.</p> |
| 6.4 Liquidated Damages for Delay | If the contractor fails to complete the Works within the Time for Completion, the contractor's liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works. |
| 7. Taking-Over | |
| 7.1 Completion | <p>The contractor may notify the Employer when he considers that the Works are complete.</p> <p>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.</p> |
| 7.2 Taking-Over Notice | <p>The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.</p> <p>The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.</p> |

Biker *...* *...* *...* *...*



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| 8. Remediating Defects | |
| 8.1 Remediating Defects | <p>The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract.</p> <p>Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.</p> |
| 8.2 Uncovering and Testing | <p>The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 9.2.</p> |
| 9. Variations and Claims | |
| 9.1 Right to Vary | <p>The Employer may instruct Variations.</p> |
| 9.2 Valuation of Variations | <p>Variations shall be valued as follows:</p> <ol style="list-style-type: none"> where appropriate, at rates in the Contract, or in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or at appropriate new rates, as may be agreed or which the Employer considers appropriate. |
| 9.4 Right to Claim | <p>If the contractor incurs cost as a result of any of the Employer's Liabilities, the contractor shall be entitled to the amount of such cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.</p> |
| 9.5 Variation and Claim Procedure | <p>The contractor shall submit the Employer an itemised make-up of the value of Variations and claims within 7 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.</p> |
| 10. Contract Price and Payment | |
| 10.1 Valuation of the Works | <p>The Contract Bill of Quantities and the approved Variation quantities shall be used to calculate the valuation of the works completed. The Contractor shall be paid for the quantity of work done at the rate in the Bill of Quantities or rate agreed pursuant to clause 9.2 for varied works.</p> |
| 10.2 Payments Certificates | <p>The Contractor shall submit to the Employer monthly statements of the estimated value of the works completed less the cumulative amount certified previously. The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor</p> |
| 10.3 Payments | <p>The Employer shall pay to the contractor the amount certified less retention at the rate stated in the SCC within 30 days of the date of each certificate.</p> |



The image shows several handwritten signatures in black ink, including one that appears to be 'Biker' and another that is more stylized. To the right of the signatures is a circular blue stamp with a white lightning bolt symbol in the center and some illegible text around the perimeter.

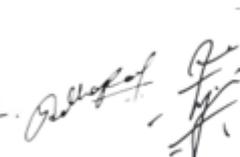
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| <p>10.4 Payment of Retention</p> | <p>One half of the retention shall be repaid by the Employer to the contractor within 30 days upon expiry of Defects Liability Period and the Employer has certified that the notified defects have been corrected.</p> <p>The remainder of the retention shall be paid by the Employer to the contractor within 7 days after submission of evidence document from the concerned Internal Revenue Office that the contractor has submitted his Income Returns</p> |
| <p>10.5 Advance Payment</p> | <p>10.5.1 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 Nepal 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.</p> <p>10.5.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses 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.</p> <p>10.5.3 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.</p> |
| <p>10.6 Local Taxation & Value Added Tax</p> | <p>a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal.</p> <p>b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.</p> |
| <p>11. Termination of Contract and Payment</p> | <p>11.1 The Employer may terminate the Contract at any time if the contractor;</p> <ol style="list-style-type: none"> 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. <p>11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ol style="list-style-type: none"> (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 |



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| | <p>other than for a reconstruction or amalgamation.</p> <p>(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;</p> <p>(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;</p> <p>(g) The Contractor fails to update the Program as per the contract and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;</p> <p>(h) the Contractor does not maintain a Security, which is required;</p> <p>(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 6.4 ; and</p> <p>(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.</p> <p>11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>11.6 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.</p> |
| | <p>11.7 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.</p> <p>11.8 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.</p> <p>11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer.</p> <p>In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p> |
| <p>12. Risk and Responsibility</p> | |
| <p>12.1 Contractor's Care of the Works</p> | <p>The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.</p> |
| <p>12.2 Force Majeure</p> | <p>If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the contractor's Equipment.</p> <p>If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.</p> |



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| | <p>After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:</p> <ol style="list-style-type: none"> a. any sums to which the contractor is entitled under Sub-Clause 9.4, b. the Cost of his suspension and demobilisation, c. any sums to which the Employer is entitled. <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p> |
| <p>13. Resolution of Disputes</p> | |
| <p>13.2 Amicable Settlement</p> | <p>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.</p> |
| <p>14. Conduct of Bidders</p> | <p>14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>14.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ol style="list-style-type: none"> h) give or propose improper inducement directly or indirectly, i) distortion or misrepresentation of facts j) engaging or being involved in corrupt or fraudulent practice k) interference in participation of other prospective bidders. l) 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, m) 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.. n) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract |
| <p>15. Blacklisting Bidder</p> | <p>15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ol style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, |

Bidder  



Section VIII Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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

| Clause | Item |
|--------|---|
| 1.1.1 | Documents forming the Contract listed in the order of priority (delete if not applicable) a. The Agreement b. Special Conditions of Contract c. General Conditions of Contract d. The Technical Specifications e. The Drawings f. The Bill of Quantities g. Other documents (if any) |
| 1.1.12 | The indented completion date for the works shall be 2080/12/30 |
| 1.5 | The language of the contract is ENGLISH/NEPALI |
| 2.1 | The Site Possession Date(s) shall be: 7 days |
| 3.1 | Authorised person is Biken Bajracharya |
| 3.2 | Name and address of Employer's representative (if known): Biken Bajracharya, Buddhanagar, Kathmandu |
| 4.4 | The Performance Security amount is: i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax. |
| 6.2 | Time for the submission of programme Within 15 days of the commencement date. |
| 6.4 | Liquidated Damages for Delay is 0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement |
| 8.1 | Period for notifying defects is 90 days calculated from the date stated in the notice under Sub-Clause 7.2. |
| 10.5.1 | The Advance Payments shall be: 10% and shall be paid in two equal installments and to the Contractor. 5% after contract signing and submission of Advance Payment Bank Guarantee and 5% after joint site verification. |
| 10.5.3 | 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 30% 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. |

Biken Bajracharya



SECTION - IX
Contract Forms

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

Bidder *Accepted* *For* *James*



Letter of Acceptance
[on letterhead paper of the Employer]

Date:

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

Subject: Notification of Award

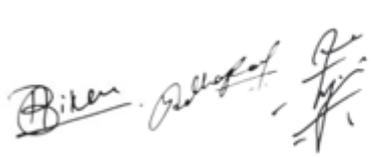
This is to notify that your Quotation dateddatefor execution of the.....name of the contract and identification number, as given in the SCC for the Contract price of Nepalese Rupees [insert amount in figures and words in Nepalese Rupees], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 7 days with Performance Security of[specify the performance security amount computed as per ITB 22.2 and 25.1] consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

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

Authorized Signature:

Name and Title of Signatory:

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 Quotation 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.
 - (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 General Conditions of Contract;
 - (f) Bills of Quantities (BOQ);
 - (g) the Specification;
 - (h) the Drawings;
 - (i) the Activity Schedules; and
 - (j)[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

Biker *...* *...* *...* *...*



Performance Security

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

(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

..... *Bank's Name, and Address of Issuing Branch or Office* Beneficiary:
..... Name and Address of Employer
Date:

Performance Guarantee No.:

We have been informed that ... *[insert name of the Contractor]* (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*[insert name of the currency and amount in figures*]* (..... .. *insert 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.....Day of **, and any demand for payment under it must be received by us at this office on or before that date.

.....
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. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Bikem *...* *...* *...* *...* 

Advance Payment Security

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

(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

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

Beneficiary: *Name and address of employer*

Date :

Advance Payment Guarantee No.....

We have been informed thathas entered into Contract No. *Name and Address of Employer*..... *name of the Contractor*.....(hereinafter called "the Contractor")..reference number of the Contract.....dated with you, for the execution of ...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..... name of the currency and amount in figures*...(*amount in words*) is to be made against an advance payment guarantee.

At the request of the Contractor, we..... *name of the Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....name of the currency and amount in figures*..... (*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 used the advance payment for purposes other than the costs of mobilization in respect of the Works.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the day of**, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

Note:

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. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Bikem *...* *...* *...* *...* 