

खगेन्द्र पौडेल
प्रमुख प्रशासकीय अधिकृत



सार्वजनिक खरिद ऐन २०६३ को दफा ६५ को उपदफा (१) को खण्ड (ग) ले दिएको अधिकार बमोजिम सार्वजनिक खरिद अनुगमन
कार्यालयबाट जारी गरिएको

STANDARD BIDDING DOCUMENT (SBD)

Procurement of Works (NCB)

Without Qualification Requirement

Single-Stage: Single-Envelope Bidding Procedure

[For use in NCB Works up to NRs.20 Million]

Issued by:
Government of Nepal
Public Procurement Monitoring Office (PPMO)
Kathmandu

~~(Revised on July 2026)~~

~~(Revised on 12 August 2026)~~

Revised on September 2026

Guidance Notes on the Use of The Standard Bidding Document (SBD)

This Standard Bidding Document for Procurement of Works, has been prepared by the Government of Nepal (GoN), Public Procurement Monitoring Office (PPMO) to facilitate procurement of Works through National competitive bidding (NCB) procedure (Procurement of value up to NRs. 20 Million, without Qualification Requirement) and is applicable to all the Public Entities as defined in the Public Procurement Act, 2063.

Guidance notes in the Standard Bidding Document within the left square bracket and right square bracket and guidance footnotes are intended as information for preparing the bidding documents and hence should be deleted in the final document.

This document has 9 Sections, of which Section I (Instructions to Bidders) and Section VIII (General Conditions of Contract) must not be altered or modified under any circumstances. The Invitation for Bid (IFB) is a copy for advertisement that provides relevant and essential information to help the Bidders to decide whether or not to participate in the particular bidding process; this is provided in the Bidding Document for information only.

The Procuring Entity should provide its specific needs in the Bid Data Sheet (BDS), the Special Conditions of Contract (SCC) and the detailed requirements of the procurement in the Works Requirements.

This Standard Bidding Document, when properly completed should provide all the information that a Bidder needs in order to prepare and submit a bid. This should also provide a sound basis on which a Procuring Entity can fairly, transparently and accurately carry out evaluation of the Bids received from the bidders.

The Procuring Entity, before publishing the Invitation for Bids, should identify and approve from the competent authority the procurement requirements, its technical features, and cost estimate. Furthermore, the Procuring Entity should keep in mind the availability of the budget and possible slicing and packaging of the procurement requirements.

If any amendments on Public Procurement Act 2063 or Public Procurement Regulation 2064 are made, the Procuring Entity shall incorporate such amendments when preparing a particular Bidding Document.

Brief description of different sections of the Standard Bidding Document and how a Procuring Entity should use these when preparing a particular Bidding Document is detailed below:

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SECTION I

Instructions to Bidders (ITB)

This Section provides relevant information to help the Bidders to prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contract.

The Instructions to Bidders (ITB) specify the procedures that regulate the bidding process. The ITB contain standard provisions that have been designed to remain unchanged and to be used without modifying their text. The ITB clearly identify the provisions that may need to be specified for a particular bidding process and require that such specification be introduced through the BDS.

The Instructions to Bidders are not a Contract document and, therefore, are not a part of the Contract.

SECTION II

Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) contains information and provisions that are specific to each bidding process. The Employer must specify in the BDS provisions that supplement the information and requirements specified in Section I, Instructions to Bidders. All information shall be provided; no clause shall be left blank.

To facilitate the preparation of the BDS, the clauses in the BDS format are numbered with the same numbers as the corresponding ITB clauses. The instructions included in the BDS are to guide the Employer on how to enter all required information.

SECTION III

Evaluation and Eligibility Criteria

The purpose of the Evaluation and Eligibility Criteria is to specify the criteria that determine the **substantially responsive bid closest to the Average Bid Price** and the qualifications of the Bidder to perform the contract. In determining the Evaluation and Eligibility Criteria, the Procuring Entity shall follow the guidance incorporated on this section and shall not limit the competition.

The Evaluation and Eligibility Criteria is not a part of the Contract document.

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SECTION IV Bidding Forms

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

This Section provides the standard format for the Letter of Bid, table of price adjustment data, Bid Security Form, and Bidder's information forms to be submitted by the Bidder.

SECTION V Works Requirements

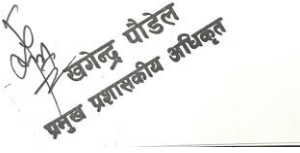
This section contains the volumes of information that describe the Works to be constructed and includes Specification, the Drawings, and supplementary information that describe the Works to be procured.

SECTION VI Bill of Quantities (BOQ)

This Section provides estimated information on the itemized quantities in sufficient detail to distinguish between the different classes of Works to be performed by the bidder and enable the Bidder to prepare priced bill of quantities efficiently and accurately.

SECTION VII General Conditions of Contract (GCC)

The GCC contain standard provisions that have been designed to remain unchanged and to be used without modifying their text. This Section provides the General Conditions of Contract that will apply to the Contract for which the Bidding document is issued. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such information be introduced through the SCC



SECTION VIII

Special Conditions of Contract (SCC)

The contents of this Section supplement Section VII: General Conditions of Contract. The Special Conditions of Contract shall be prepared by the Procuring Entity.

The Special Conditions of Contract (SCC) contain provisions that the GCC require be specified for a particular bidding process. The Employer should include at the time of issuing the Bidding Document, all information that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.

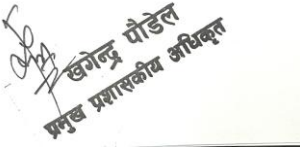
To facilitate the preparation of the SCC, the Clauses in the SCC format are numbered with same numbers as the corresponding GCC Clauses. The instructions included in the SCC are to guide the Employer to provide the required information.

The SCC is a part of the Contract Document; therefore, the Procuring Entity shall provide the information in appropriate manner as indicated in the SCC.

SECTION IX

Contract Forms

This Section contains the Sample format for Letter of Intent, Letter of Acceptance, Contract Agreement Form, the forms for Performance Security, Advance Payment Security and Retention Money.



BIDDING DOCUMENT

for

THE PROCUREMENT OF

Upgrading of Syakhu Keureni Motorbato Ward No. 6

National Competitive Bidding (NCB)

Single-Stage: Single-Envelope Bidding Procedure

Kakani Rural Municipality Office, Ranipauwa, Nuwakot

Issued on: **2083-06-09(25th September 2026)**

Issued to: All Eligible Bidders

Invitation for Bids No.: KRM/NCB/Works-Road/03/2083/084

NCB No.:

Contract Identification No.: KRM/NCB/Works-Road/03/2083/084

Abbreviations

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

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



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सुदूर पश्चिम प्रदेश



Invitation for Bids

Kakani Rural Municipality
Office of the Rural Municipal Executive
Ranipauwa, Nuwakot
Bagmati Province, Nepal

Invitation for Bids No: **KRM/NCB/Works-Road/03/2083/084**

Date of publication: **2083-06-09(25th September 2026)**

1. **Kakani Rural Municipality, Nuwakot** invites hardcopy sealed bids from Nepalese eligible bidders for the construction of **Upgrading of Syakhu Keureni Motorbato Ward No. 6** under National Competitive Bidding procedures. The estimated amount for the works is **NRs. 1,72,65,406.90/- (One Crore Seventy Two Lakhs Sixty Five Thousand Four Hundred Six Rupees and Ninety Paisas Only) without VAT & Contingency but including PS.**

2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of **Kakani Rural Municipality, Office of the Rural Municipal Executive, Ranipauwa Nuwakot**.

3. A complete set of Bidding Documents may be purchased from the office **Kakani Rural Municipality, Office of the Rural Municipal Executive, Ranipauwa Nuwakot** by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of **NRs. 3,000/-** till **2083-06-29(15th October 2026)** during office hours in the account as specified below.

Name of the Bank: Agricultural Development Bank

Name of Office: Kakani Rural Municipality, Nuwakot

Office Code no. : **80329501300**

Account no.: **0213401251034093**

Rajaswa (revenue) Shirshak no. : 14229

Or

Bidders who choose to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP system www.bolpatra.gov.np/egp at no cost.

4. Pre-bid meeting shall be held at **Kakani Rural Municipality Office, Ranipauwa, Nuwakot** at **11:00 AM on 6th October 2026(2083 Aswin 20).**

5. Sealed bids must be submitted to the office **Kakani Rural Municipality Office, Ranipauwa, Nuwakot** by hand/courier on or before **12:00 Noon on 16th October 2026(2083 Aswin 30).** Bids received after this deadline will be rejected.

6. The bids will be opened in the presence of Bidders' representatives who choose to attend at **13:00 Noon on 16th October 2026(2083 Aswin 30)** at the office of **Kakani Rural Municipality Office, Ranipauwa, Nuwakot**. Bids must be valid for a period of **90 days** from the bid submission deadline and must be accompanied by a bid security or scanned copy of the bid security in .pdf format in case of e-bid, amounting to a minimum of **NRs. 5,00,000/-**, which shall be valid for 30 days beyond the validity period of the bid (*i.e.* 120 days).

7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.

Part - I Bidding Procedures

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SECTION- I: Instructions to Bidders

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

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

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रानीपोषा, नुवाकोट
बागमती प्रदेश, नेपाल

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

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

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

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

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

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	offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 13.4, provided the bids for all Contracts are submitted and opened at the same time. 13.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings. 13.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
14. Currency of Bid and Payment	14.1 The currency of the bid and payment shall be in Nepalese Rupees.
15. Period of Validity of Bids	15.1 Bids shall remain valid for the period specified in the BDS. The bid validity period shall start from the bid submission deadline as prescribed by the Employer in accordance with ITB 19.1. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. In the case of electronic bid submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for bid submission. However, the validity period of the bids shall still be counted from the original bid submission deadline. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive. 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 16, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid and to include any additional conditions against the provisions specified in Bid Documents.
16. Bid Security	16.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all

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

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

	medium of submission. Request for withdrawal or modifications through different medium shall not be considered. 21.6 The following provisions apply for withdrawal or modification of the Bids: (i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. (ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. 21.7 Once a Bid is withdrawn, bidder will not be able to submit another bid for the same bid.
22. Bid Opening	22.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend. 22.2 The Employer shall download the e-submitted bid files. The e-GP system allows the Employer to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid opening committee. 22.3 Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete. 22.4 Thereafter, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further. 22.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 20.1.


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 गौरी कंकणी गाउँपालिका
 कार्यपालिकाको कार्यालय
 रानीपोखरा, नुवाकोट
 बागमती प्रदेश, नेपाल
 २०७३

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	as per ITB 24.1. The rate analysis submitted shall be analyzed and compared against prevailing norms and rates, on the basis of the work execution methodology, technology, and management methods specified by the bidder. If the clarification is deemed unsatisfactory, the Employer shall require that the amount of the performance security be increased at the expense of the Bidder as specified in BDS. 29.6 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 24.1, the bid shall not be considered for further evaluation. 29.7 If all the Bids evaluated are substantially higher than the cost estimate, the employer may negotiate with the bidder who submitted the lowest evaluated substantially responsive Bid to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations. 29.8 If no agreement can be reached as per ITB 29.8, the employer shall cancel the procurement proceedings.
30. Comparison of Bids	30.1 The Employer shall compare all substantially responsive bids in accordance with ITB 29.2. The Employer shall determine the Average Bid Price of all the substantially responsive Bids. The Bid Price which is closest to the Average Bid Price AND is not substantially higher than the cost estimate shall be selected for awarding the contract. In case two or more Bid Prices are determined to be equally closest to the Average Bid Price, the Bid Price which is below the Average Bid Price shall be selected for awarding the contract. 30.2 While evaluating the Bid Price as per ITB 30.1, if the Bid Price of two or more Bidders is found to be equal, the Employer shall select the bid for awarding the contract by drawing of lots in presence of Bidders' designated representatives who choose to attend in date, time and place as notified by the Employer in writing to the concerned bidders. The Bidders' representatives who are present shall be requested to sign a record evidencing their attendance. The omission of a Bidder's signature on the record or the absence of a Bidder during the drawing of lots shall not invalidate the contents and the effect of the record. The method of drawing of lots shall be determined by the Employer.
31. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	31.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. 31.2 The public entity shall give notice of the rejection of bids or the cancellation of the procurement proceedings pursuant to ITB 31.1, along with the reasons

	for such rejection or cancellation, to all bidders participating in the bid.
	31.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 31.2, the grounds for the rejection of all bids or the cancellation of the procurement proceedings, the public entity shall provide such information to that bidder.
F. Award of Contract	
32. Award Criteria	32.1 The Employer shall award the Contract to the Bidder whose Bid Price is selected as per ITB 29.8, ITB 30.1 or ITB 30.2 and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
33. Letter of Intent to Award the Contract/Notification of Award	33.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 32.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.
	33.2 After issuance of the notice under ITB 33.1 if the concerned bidder provides information pursuant to ITB 4.9 regarding saturation of maximum number of contracts, the employer shall disqualify the bidder and shall select the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 32.1 and notify accordingly as per ITB 33.1.
	33.3 If no bidder submits an application pursuant to ITB 36 within a period of seven days of the notice provided under ITB 33.1, the Employer shall, accept the bid selected in accordance with ITB 32.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.
	33.4 After communicating letter of acceptance under ITB 33.3, if the concerned bidder provides information pursuant to ITB 4.9 regarding saturation of maximum number of contracts, the employer shall reject the bid of that bidder and shall select the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 32.1 and shall issue the notice accordingly as per ITB 33.1. In such case bid security of the rejected bidder shall not be forfeited.
34. Performance Security	34.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in an amount equal to 5 (five) percent of the Bid Price from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The Bid Price shall be without VAT but including Provisional Sum.

	34.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 32.1 whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 33.
35. Signing of Contract	35.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 34.1.
	35.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (vii) contract price.
	35.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 33.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.
	35.4 If the bidder whose bid is accepted fails to sign the contract as stated ITB 35.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
36. Complaint and Review	36.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 33.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.
	36.2 Late application filed after the deadline pursuant to ITB 36.1 shall not be processed.
	36.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 36.1: (a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or (b) to reject the application. The decision of the chief of Public Entity shall be final.

SECTION - II Bid Data Sheet

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

A. General	
ITB 1.1	The number of the Invitation for Bids is : KRM/NCB/Works-Road/03/2083/084.
ITB 1.1	The Employer is: Kakani Rural Municipality.
ITB 1.1	Multiple Contract or lots (contracts) is not applicable .
ITB 2.1	The name of the Project is: Upgrading of Syakhu Keureni Motorbato Ward No. 6. The implementing agency is: Kakani Rural Municipality.
ITB 4.1 (a)	Maximum number of partner in a joint venture shall be : 3 (three)
ITB 4.2	<i>GoN Funded</i> For GoN funded: Eligible countries: Nepal The Proposed work falls under the annual plan category(सालवसाली योजना) of Kakani RM. So, the contractor shall complete the proposed work within the intended completion date
ITB 4.4	For GoN: www.ppmo.gov.np
ITB 4.8 & ITB 4.9	For GoN Funded: The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured five (5) construction contracts (in open competitive bidding) and has not yet completed the work as stipulated in the respective contracts. Following Procurement of Works contracts shall not be counted for this purpose: a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D) b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR. c) The works for which tenders were invited or contracts accepted under all types of foreign assistance. For DP Funded: [select one options as per DPs Policy] There is no limit on number of <u>running contracts</u> that a Bidder, and all parties constituting the Bidder can have . Or

	Maximum number of running contracts that a Bidder, and all parties constituting the Bidder can have shall be : 5
ITB 5.1	For GoN funded: For the purpose of Country of Origin: “all Countries”
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer’s address is: Attention: Chief Administrative Officer Address: Kakani Rural Municipality Office, Ranipauwa, Nuwakot Telephone: 010-411022 Facsimile number: _____Electronic mail address: ito.kakanimun@gmail.com
ITB 7.4	A Pre-Bid meeting shall held . Pre-Bid Meeting will take place at the following date, time and place: Date: 6th October 2026(2083 Aswin 20 Time: 11:00 AM Place: Kakani Rural Municipality Office,Ranipauwa,Nuwakot. A site visit shall not be organized by the Employer. The Bidders are suggested to visit the site before submitting the Bid.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than 10 days prior to the deadline for submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English / Nepali
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts: Not Applicable
ITB 11.1 (h)	The Bidder shall submit with its bid the following additional documents: [insert if any additional documents required which is not against the provision of Public Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO].
ITB 13.6	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The bid validity period shall be: Ninety (90) days.
ITB 16.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal with a minimum of NRs 5,00,000 , which shall be valid for 30 days beyond the validity period of the bid.
ITB 16.2 (b)	Account Name:

	Bank Name: Agricultural Development Bank, Ranipauwa Branch Bank Address: Kakani, Nuwakot Account Number: 0213401251034042 DHARAUTI KHATA
ITB 17.1	In addition to the original of the bid, the number of copy/ies is/are: Not Applicable
ITB 17.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
D. Submission and Opening of Bids	
ITB 18.1	Bidders shall have the option of submitting their bids.....[insert one option: option 1: "by electronic only" option 2: "by electronic or by mail/ by hand / by courier" Option 3: "by mail / by hand / by courier"].
ITB 18.1 (b)	<u>Electronic bid submission procedure:</u> (a) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in this clause. i. Bidders who choose to submit their bids electronically, can view/download the bidding documents from "published bids" section of e-GP system, https://bolpatra.gov.np/egp. ii. For the purpose of e-Submission, the bidder shall, at first, register in e-GP system and maintain their organization profile data and documents required during bid response preparation. The details of e-GP registration and profile management procedure are specified in Article No 9 and 10 respectively of e-GP Directives issued by PPMO, which can be downloaded from Download section of e-GP system. iii. The bidders shall prepare their bids using data and documents maintained in bidder's profile, instruction provided by e-GP system and forms/format provided in the bidding document. iv. Bidders may submit bids as a single entity or as a joint venture (JV). Bidder submitting bid in JV shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.

- v. Bidders (all partners in case of JV) shall update their profile data and documents required during preparation and submission of their bids.
- vi. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.
- vii. Bidders shall submit the required documents as specified in Section I-Instruction to Bidders, Section II-Bid Data Sheet and Section III-Evaluation and Eligibility Criteria of the bidding document. The format of the documents shall be in PDF and/or web form as provisioned in the e-GP system.

The required forms and documents shall be part of bid.

No.	Document	Requirement	Remarks
1.	Letter of Bid	Mandatory	PDF
2.	Bid Security / Bank Guarantee	Mandatory	PDF
3.	Firm or Company registration Certificate	Mandatory	PDF
4.	VAT and PAN registration Certificate	Mandatory (for domestic bidders only)	PDF
5.	Business Registration Licence	Mandatory	PDF
6.	Tax Clearance Certificate / Tax return submission evidence / evidence of time extension	Mandatory (for domestic bidders only)	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Joint venture agreement	Mandatory in case of JV Bids Only	PDF
9.	Completed Bill of Quantities (BoQ)	Mandatory	Online Forms
10.	Price Adjustment Table (if Applicable)	Mandatory (If Applicable)	Online Forms
11.	Additional documents specified in ITB 11.2 (h)	Mandatory (If any)	PDF

Note:

- a) The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.
- b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.
- viii. After providing all the details and documents, the e-GP system will generate bid response documents for the bidder. Bidders shall download, verify and

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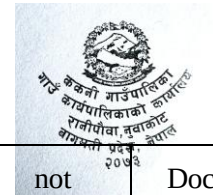
ITB 29.5	The amount of the performance security be increased by Eight (8) percent of the quoted bid price (without VAT but Including PS).
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Evaluation and Eligibility Criteria

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Tax clearances certificate for the F/Y 2082/083 or Tax return submission evidence or evidence of tax time extension for.	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Additional requirements <i>[Insert if any]</i>					

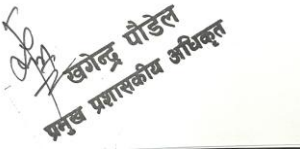
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SECTION - IV



Bidding Forms

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



Letter of Bid



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

Date:

Name of the contract:

Invitation for Bid No.:

To: *[Insert Complete name of Employer]*

We, the undersigned, declare that:

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

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

Or

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

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

Add following if Bidding Document provisions applicability of multiple contracts

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

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

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

[Note:

1. Formulate possible combinations depending upon the number of lots under Bidding Process and modify accordingly Paragraph (c) and (d)]
- (e) Our bid shall be valid for a period of**[insert validity period as specified in ITB 15.1]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) [We are not a government owned entity] / [We are a government owned entity but meet the requirements of ITB 4.5];*
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.

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मुख्य प्रशासकीय अधिकृत



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table of Price Adjustment Data⁴

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

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

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

(a) Labor:

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

or

rate fixed by District Rate Fixation Committee

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

(c) Equipment usage:

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

or

"Fuel" Price fixed by Nepal Oil Corporation.

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

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

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

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राजीवी, नुवाकोट
बागमती प्रदेश, नेपाल
२०७३

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

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

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

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

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Bid Security

Bank Guarantee

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

(On letterhead paper of the Bank)

Beneficiary: **[Insert name and address of Employer]**

Date:

Bid Security No.:

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

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

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

(a) has withdrawn or modifies its Bid:

(i) during the period of bid validity specified by the Bidder on the Letter Bid, in case of electronic submission

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB; or

(d) is involved in fraud and corruption in accordance with the ITB; or

(e) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 24.1; or

(f) if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.9.

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

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

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

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

Note:

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

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Bidder's Information Format



Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

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Bidder's Information

Form ELI - 1: Bidder's Information Sheet

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

Form ELI - 2: JV Information Sheet



Each member of a JV must fill in this form

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

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Form ELI - 3: Bidder's Running Contracts****

Each member of a JV must fill in this form

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

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

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

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

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

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

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Part – II

REQUIREMENTS



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SECTION - V

Works Requirements

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

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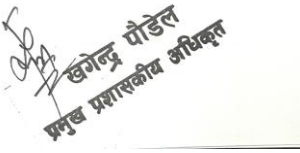


Scope of Work

Upgrading of Syakhu Keureni Motorbato Ward No. 6. The Location of this project is at Kakani Ward No 6, Syakhu & Keureni. This Project Includes following major works:

Major Item of works:

Road Upgrading work including M20 RCC work, Plum work, Gabion works, Hume pipe work, etc



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, DoL and Other line Ministries can be adopted for respective civil construction works.

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

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

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

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

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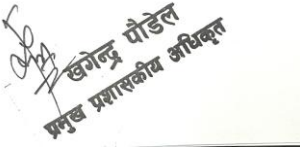


Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details.

Sample Clause: Equivalency of Standards and Codes

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

As per prevailing Norms on Road works.



Drawings

Note:

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

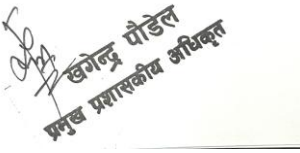
[Drawings may provided after agreement.]

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Supplementary Information

[insert supplementary information if any]



SECTION - VI

Bill of Quantities⁶

Notes for Unit Rate Contracts:

Objectives

The objectives of the Bill of Quantities are

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

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

Content

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

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

Preamble

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

Work Items

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

Day work Schedule

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

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

- (a) A list of the various classes of labour, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.
- (b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

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

Summary

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

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

Preamble of Bill of Quantities

A. General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.
4. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

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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.

b) Day work Labor

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

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paid to or on behalf of such labor for social benefits in accordance with Nepal law, iii) Contractor's profit, overheads, superintendence, liabilities and insurance and iv) charges incidental to the foregoing.

c) Day work Equipment

1. The Contractor shall be entitled to payments in respect of Constructional Plant already on site and employed on day work at the basis rental rates entered by him in the "SCHEDULE OF DAY WORK RATES:2 EQUIPMENT". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.
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 labor costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;
 - (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.
 - (ii) the cost of hauling materials for use on work ordered to be carried out as day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

Provisional Sums

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

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Bill of Quantities



[insert Bill of Quantities]

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PART-III CONDITIONS OF CONTRACT AND CONTRACT FORMS

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Section VII: General Conditions of Contract

(Kakani Rural Municipality)

***Upgrading of Syakhu Keureni Motorbato Ward No. 6
KRM/NCB/Works-Road/03/2083/084***

General Conditions of Contract

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

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

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5. Assignment	5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
6. Care and Supply of Documents	6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, one copy of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor. 6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents. 6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times. 6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
7. Confidential Details	7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation. 7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects. 7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
8. Compliance with Laws	8.1 The Contractor shall, in performing the Contract, comply with applicable Laws of Nepal.


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	Equipment) in connection with the Contract; and (d) Personal injury or death.
	19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred.
	19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	19.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
	19.5 Both parties shall comply with any conditions of the insurance policies.
20. Site Investigation Reports	20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC , supplemented by any information available to the Contractor.
21. Contractor to Construct the Works	21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
22. The Works to Be Completed within intended Completion Date	22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the intended Completion Date.
23. Design by contractor and Approval by the Project Manager	23.1 The contractor shall be responsible for the design of permanent works as specified in SCC .
	23.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
	23.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before their use.
	23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.

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28. Instructions, Inspections and Audits	28.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub consultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
	28.3 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Sub-Clause 73.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under this Sub-Clause constitute a obstructive practice subject to contract termination.
29. Dispute Settlement	29.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	29.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.
30. Procedures for Disputes	30.1 In case of arbitration, the arbitration shall be conducted in accordance with procedures in accordance with law of Nepal at the place given in the SCC .
B. Staff and Labor	
31. Forced Labor	31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements.
32. Child Labor	32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
33. Non-discrimination and Equal Opportunity	33.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the

	Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
B1. Time Control	
34. Program	34.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. 34.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities. 34.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager. 34.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
35. Extension of the Intended Completion Date	35.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost. 35.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 21 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date. Along with full supporting information, the contractor shall also submit a revised work schedule and ensure that the Performance Security, Insurance, and Advance Payment Security remain valid. Within fifteen (15) days of the receipt of Letter of Extension of Intended Completion Date from the Employer, the contractor shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents as


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	Defect and to uncover and test any work that the Project Manager considers may have a Defect.
41. Tests	41.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
42. Correction of Defects	42.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at issuance of taking over certificate pursuant to GCC clause 69.2, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. 42.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
43. Uncorrected Defects	43.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
D. Cost Control	
44. Contract Price	44.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. 44.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
45. Changes in the Contract Price	45.1 In the case of an Unit Rate contract: (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (b) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities. 45.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
46. Variations	46.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

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


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

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

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

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	Security Form included in Section X (Contract Forms) or in another Form acceptable to the employer. The validity of the bank guarantee shall be at least one month more than the end of defect liability period.
55.Liquidated Damages	55.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. 55.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 49.
56. Bonus	56.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
57.Advance Payment	57.1 Unless otherwise stated in SCC, the Employer shall make advance payment to the Contractor of the amounts stated in the SCC, in two equal installments by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in a form acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment. The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of intended completion date. The contractor shall submit the list of activities for which the Advance Payment for mobilization to be used along with their time schedules. 57.2 The Contractor is to use the advance payment only to pay for the purpose of construction site preparation, establishment of temporary camp facilities, construction of workers' housing, mobilization of labors, materials or equipment etc required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. 57.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be



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	Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC 19.
	64.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC 10 to agree or determine these matters.
65. Force Majeure Affecting Subcontract or	65.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.
66. Optional Termination, Payment and Release	66.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 90 days by reason of Force Majeure of which notice has been given under GCC 62, or for multiple periods which total more than 150 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC 72.5. 66.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works; (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.
67. Release from Performance	67.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the

	Contract, then upon notice by either Party to the other Party of such event or circumstance, (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC 66 if the Contract had been terminated under GCC 66.
G. Finishing the Contract	
68. Completion	68.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed. 68.2 In addition to the other provisions, before acceptance of the completed works, Employer shall verify and assure that such works are within the set objective, quality and appropriate to operate and use.
69. Taking Over	69.1 In the contractor's Opinion, if the works are complete and ready for taking over, the contractor may apply by notice to the Project Manager for a Taking-Over Certificate. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. 69.2 The Project Manager shall, within 30 days after receiving the Contractor's application: (a) issue the Taking-Over Certificate to the Contractor if physical progress of works is at least ninety (90) percent in accordance with the Contract except for any minor outstanding work and defects (as listed in the Taking-Over Certificate) which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause. 69.3 If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially completed in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.
70. Final Account	70.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not,



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	for which the maximum amount of liquidated damages can be paid, as defined in the SCC; and j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 73.1. k) The Contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents with extended validity within the time prescribed pursuant to GCC 35.3. 72.4 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 72.3 above, the Project Manager shall decide whether the breach is fundamental or not. 72.5 Notwithstanding the above, the Employer may terminate the Contract for convenience. 72.5 Notwithstanding the above, the Employer may terminate the Contract for convenience. 72.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
73. Fraud and Corruption	73.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site. 73.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GCC Clause 15. For the purposes of this GCC 73; (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. (ii) "fraudulent practice"⁵ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice"⁶ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice"⁷ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) "obstructive practice" is

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	(a) withhold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Employer, have been established, and/or (b) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor, as Government dues. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor. (c) forfeit the Performance Security. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
76. Property	76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
77. Release from Performance	77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
78. Suspension of DP Loan/Credit/Grant	78.1 In the event that the DP suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made: - the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the DP's suspension notice; and - if the Contractor has not received sums due him within the 30 days for payment provided for in GCC 49.1, the Contractor may immediately issue a 15-day termination notice.
79. Eligibility	79.1 The Contractor shall have the nationality of an eligible country as specified in Section V of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services. 79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in SCC and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services. 79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through



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	pedestrians well ahead of the intended diversion as directed by the Project Manager. All traffic devices used shall be designed in accordance with the instruction of Project Manager.
92. Social Security Fund	92.1 The contractor shall enroll the laborers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with prevailing laws. 92.2 The contractor shall be responsible to disburse the remuneration, benefits, and other payments of the laborers, employees, or workforce into the bank account of the concerned individual. 92.3 The contractor shall be responsible for ensuring that the required work permit has been obtained in accordance with prevailing laws in respect of foreign personnel.

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Section VIII: Special Conditions of Contract

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

(Kakani Rural Municipality)

Upgrading of Syakhu Keureni Motorbato Ward No. 6

KRM/NCB/Works-Road/03/2083/084

Special Conditions of Contract

A. General	
GCC 1.1 (p)	The Employer is Kakani Rural Municipality, Ranipauwa, Nuwakot.
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be 2084-01-30.
GCC 1.1(bb) & GCC 10.1	The Project Manager is Chief Administrative Officer. The Project Manager and Engineer are synonyms.
GCC 1.1 (ee)	The Site is located at Kakani RM, Ward No. 6 (Syakhu & Keureni) and is defined in drawings No.
GCC 1.1 (hh)	The Start Date shall be after receiving work order.
GCC 1.1 (ll)	The Works consist of M20 RCC work, Gabion work, Plum work, etc.
GCC 2.2	Sectional Completions are: Not Applicable.
GCC 2.3 (i)	The following documents also form part of the Contract: Not Applicable.
GCC 3.1	The language of the contract is ENGLISH/NEPALI The law that applies to the Contract is the law of NEPAL.
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 12.1 (a)	The agreed electronic transmission shall be: info@kakanimun.gov.np , or ito.kakanimun@gmail.com or email, website used by Kakani RM & Email of Contractor
GCC 14.1	Schedule of other contractors: Not Applicable..
GCC 19.1	The minimum insurance amounts and deductibles shall be: 1. The minimum cover for loss of or damage to the Works, Plant and Materials is: 115 % of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is: 1% of sum insured. 3. The minimum cover for loss or damage to immovable Equipment/plants is : 100% (i.e Replacement Cost) 4. The maximum deductible for insurance of immovable Equipment/plant is: 1% of sum insured..

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GCC 53.7	The Price Adjustment amount shall be limited to a maximum of : Not Applicable.
GCC 54.1	The proportion of payments retained is: 5 (five) percent.
GCC 55.1	The liquidated damages for the whole of the Works are 0.05 Percent of the final Contract Price (without VAT but including PS) per day. The maximum amount of liquidated damages for the whole of the Works is 10 Percent of the final Contract Price (without VAT but including PS).
GCC 56.1	The provision of bonus Not Applicable in the contract. If Applicable, the Bonus for the whole of the Works is 0.05 Percent of the final Contract Price (without VAT but including PS) per day. The maximum amount of Bonus for the whole of the Works is Not Applicable of the final Contract Price (without VAT but including PS).
GCC 57.1	The provision of Advance Payments Applicable in the contract. If Applicable, the Advance Payments shall be: 10 percent of initial contract amount (without VAT but including PS) and shall be paid in two equal installments and to the Contractor. First Installment:- The first installment of 5% shall be made to the contractor after the contract agreement and upon submission of acceptance bank guarantee(APG). Second Installment:- The second installment of 5% shall be made to the contractor after work start and submission of insurance related document.
GCC 57.3	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 20% of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.
GCC 57.4	Recover interest on the advance amount from the Contractor should be at a rate of 10 % .
GCC 58.1	The Performance Security amount is: based on ITB 29.5 and/or ITB 34.1 if the Employer has increased the Performance Security amount.
G. Finishing the Contract	
GCC 71.1	The date by which operating and maintenance manuals are required is; Not Applicable
GCC 71.2	The date by which “as built” drawings are required is: Not Applicable The amount to be withheld for failing to produce “as built” drawings and/or Operating and maintenance manuals is: Not Applicable
GCC 72.3 (i)	The maximum number of days is: 200
GCC 79.2	For GoN funded: For the purpose of Country of Origin: “all Countries”
GCC 80	The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions : a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 13;

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	b. Certifying additional costs determined under General Conditions of Contract Clause 50; c. Determining start date under General Conditions of Contract Clause 1; d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 35; e. Issuing a Variation under General Conditions of Contract Clause 1 and 46, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. f. Adjustment of rates under General Conditions of Contract Clause 45;
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Section IX: Contract Forms

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

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Letter of Intent

[on letterhead paper of the Employer]

Date:

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

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

This is to notify you that, it is our intention to award the contract ... [insert date]
.....for execution of the ... [insert
name of the contract and identification number, as given in the Contract BDS/SCC] to you as your bid
price *Nepalese Rupees* [insert amount of contract price in figures and words
including taxes] as corrected and modified in accordance with the Instructions to Bidders is hereby selected
as substantially responsible evaluated bid closest to the Average Bid Price.

Authorized Signature:

Name:

Title:

CC:

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

[Notes on Letter of Intent

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

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Letter of Acceptance

[on letterhead paper of the Employer]

Date:

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

Subject:*Notification of Award*

This is to notify that your Bid for the Invitation of Bids dated*[Insert date of bid invitation]*for execution of the.....*[Insert name of the contract and identification number, as given in the Contract BDS/SCC]* for the Contract price of Nepalese Rupees *[insert amount in figures and words including taxes]*, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security of **NRs.** in accordance with the Conditions of Contract, using for that purpose the Performance security Form included in Section X (Contract Forms) of this Bidding Document.

Authorized Signature:

Name and Title of Signatory:

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Contract Agreement

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

WHEREAS the Employer desires that the Works known as name of the Contractshould be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs[insert amount of contract price in words and figures including taxes](hereinafter “the Contract Price”).

The Employer and the Contractor agree as follows:

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

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

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

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

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

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

Name of Subcontractors	Description of Works	Value/Percentage of subcontract

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Performance Security

(On letterhead paper of the Bank)

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

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

Date:

Performance Guarantee No.:

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

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

At the request of the Contractor, we..... **[insert name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Nepalese Rupees**[insert amount in figures* and amount in words]** such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

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

.....

Seal of Bank and Signature(s)

Note:

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

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

** Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



Advance Payment Security

(On letterhead paper of the Bank)

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

Beneficiary:**[Insert Name and address of employer]**

Date :

Advance Payment Guarantee No.....

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

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

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

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

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

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

.....

Seal of Bank and Signature(s)

Note:

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

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

**** Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.**

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Retention Money Security

(On letterhead paper of the Bank)

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

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

Date: **[Insert date of issue]**

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

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

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

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

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

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

.....

Seal of Bank and Signature(s)

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

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

²Insert the same expiry date which is 30 days more than the end of Defect Liability Period. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Kakani Rural Municipality
Office of The Rural Municipal Executive

Ranipauwa, Nuwakot

Bagmati Province, Nepal

BILL OF QUANTITIES(BOQ)

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प्रमुख प्रशासकीय अधिकृत



Name of Project:- Syakhu Keureni Motorbato Ward No 6

IFB No: KRM/NCB/Works-Road/03/2083/084

Name of the Works : Road upgrading works (Plum work,RCC,Gabion work etc)

Location : Kakani Rural Municipality,6

Item no.	Work Descriptions	Unit	Quantity	Rate		Amount, Rs	Remarks
				In Figure	In words		
A	Provisional Sum						
1.0	Insurance for works materials, contractor's equipment,labour, Employer's staff including third party & insurance against lost or damage to other properties.	PS	1.00	120000.00		120,000.00	
2.0	Relocation, diverting, reconnecting, reinstalling and/or reinstatement including making good of any damages or short comings caused by the construction procedure and activities of any public and private utilities and services as instructed by the Project Manager and acording to the rules and regulations of the Service(eg Irrigation Pipelines,watersupply pipelines,existing foot trails,etc).	PS	1.00	10000.00		10,000.00	
3.0	Carryout different additional tests for materials and work as required and instruction of site engineer.	PS	1.00	40000.00		40,000.00	
4.0	Providing & Planting shrubs(simali,amliso,etc) and trees for Bioengineering works as per instruction of site engineer .	PS	1.00	10000.00		10,000.00	
				Sub Total(A)		180,000.00	
B	Construction work						
1.0	Earthwork excavation for roadway widening and excavation in foundation in all types of soils including disposal of excavated materials upto safe place all complete as directed by Engineer.(SS 900)(For both Syakhu & Keureni)	cum	1224.35				

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सिन्धुली रोडवेज
सिन्धुली प्रशासकीय अधिकृत

Bagmati Province,Nepal
BILL OF QUANTITIES(BOQ)



Name of Project:- Syakhu Keureni Motorbato Ward No 6
IFB No: KRM/NCB/Works-Road/03/2083/084
Name of the Works : Road upgrading works (Plum work,RCC,Gabion work etc)
Location : Kakani Rural Municipality,6

Item no.	Work Descriptions	Unit	Quantity	Rate		Amount, Rs	Remarks
				In Figure	In words		
2.0	Subgrade preparation with scarifying the existing road surface and compaction as per requirement to a minimum depth of 30cm using mechanical means and disposal of scarified materials with in all lifts and lead of 30m as per drawing and Technical Specifications. (For both Syakhu & Keureni)	Sqm	2850.00				
3.0	Providing and laying Dry Stone soling work on the prepared granular surface. (SS 2600) (For both Syakhu & Keureni)	cum	76.74				
4.0	Providing and placing machine mixed M15 PCC (1:2:4) work including all labour and materials required for mixing, placing in position, vibrating, compacting, finishing, curing and all other incidentals required to produce concrete of specified strength as per the Specifications. It also includes the work of making, fixing and removing of all centres and forms required for the work. (M15 Grade) in foundation on foundation. (SS 2000)(For Syakhu & Keureni)	cum	48.25				
5.0	Providing, laying, spreading using grader, watering and compaction using Vibratory roller of natural/Local quarry gravel subbase work.(For both Syakhu & Keureni)	cum	503.10				



Bagmati Province,Nepal
BILL OF QUANTITIES(BOQ)



Name of Project:- Syakhu Keureni Motorbato Ward No 6

IFB No: KRM/NCB/Works-Road/03/2083/084

Name of the Works : Road upgrading works (Plum work,RCC,Gabion work etc)

Location : Kakani Rural Municipality,6

Item no.	Work Descriptions	Unit	Quantity	Rate		Amount, Rs	Remarks
				In Figure	In words		
6.0	Providing and placing machine mixed M20 RCC (1:1.5:3) work for road Surface including all labour and material required for mixing, placing in position, vibrating, compacting, finishing, curing and all other incidentals required to produce concrete of specified strength as per the Specifications. It also includes the work of making, fixing and removing of all centres and forms required for the work. (M20 Grade) in foundation. (SS 2000)(For both Syakhu & Keureni)	cum	670.80				
7.0	Providing and laying HYSD Reinforcement of different sizes including cutting, bending, binding, fixing in position and lead 30m. etc. all complete as per specification and drawing.(For both Syakhu & Keureni)	Kg	18203.44				
8.0	Supply and Place of machine made gabion Box having Hexagonal Mesh Size - 100 mm. X 120mm, Mesh wire 3 mm And Selvedge wire 3.9 mm including packing and filling of rubble stone on gabion box.	cum	329.00				
9.0	Providing ,laying and fixing of Geo-textile(filter fabrics),lead 30 m	Sqm	165.00				
10.0	Providing suitable materials and back filling behind Masonry wall,gabion wall, abutment, wing wall and return wall complete per Drawing And Technical Specification.	cum	99.00				



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BILL OF QUANTITIES(BOQ)



Name of Project:- Syakhu Keureni Motorbato Ward No 6

IFB No: KRM/NCB/Works-Road/03/2083/084

Name of the Works : Road upgrading works (Plum work,RCC,Gabion work etc)

Location : Kakani Rural Municipality,6

Item no.	Work Descriptions	Unit	Quantity	Rate		Amount, Rs	Remarks
				In Figure	In words		
11.0	Providing and laying Plum concrete work 60% M15 concrete & 40% boulders/Stones including all labour and material required for mixing,placing in position,vibrating,compacting,finishing,curing and all other incidentals required to produce concrete of specified strength.(For both Syakhu & Keureni)	cum	115.59				
12.0	Formwork where it is provided as separate item with timber as material. It includes all labour, materials and other incidentals required for the construction and removal of forms as described in the Specifications. It further covers the framing work that is required for properly supporting the members until the concrete is sufficiently cured, set and hardened.(For both Syakhu & Keureni)	Sqm	395.10				
13.0	Providing and Laying 30cm Internal dia RCC NP3 Humepipe for culverts including fixing with c/s mortar 1:2 as per drawing and specification.	Rm	5.00				
14.0	Providing and Laying 45cm Internal dia RCC NP3 Humepipe for culverts including fixing with c/s mortar 1:2 as per drawing and specification.	Rm	10.00				
15.0	Roadside shoulder flling and compaction in layers aside of RCC Pavement all complete with common granular filter material and locally available Gravel as per drawing and technical specification .(For both Syakhu & Keureni)	cum	108.00				
	Sub Total(B)						
	VAT (13% of B)=©						
	Total With VAT & PS (D)=(A)+(B)+©						



Bagmati Province,Nepal
BILL OF QUANTITIES(BOQ)



Name of Project:- Syakhu Keureni Motorbato Ward No 6

IFB No: KRM/NCB/Works-Road/03/2083/084

Name of the Works : Road upgrading works (Plum work,RCC,Gabion work etc)

Location : Kakani Rural Municipality,6

Item no.	Work Descriptions	Unit	Quantity	Rate		Amount, Rs	Remarks
				In Figure	In words		
	Total Amount in Words(with VAT & PS) :						

Name of firm :-

Address :-

Firm's Seal :-

Name of Contract or representative :-

Signature :-

Date :-