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Nepal Electricity Authority  
Generation Directorate  
Medium Generation Operation and Maintenance  
Department  
**Gandak Hydropower Station**  
**Surajpura, Nawalparasi**



**BIDDING DOCUMENT**

for

**Powerhouse Coloring work at Gandak HPS**

Contract Identification No.: **GHPS-2074/75-SQC-01**

**Last Date and Time for Purchase: 27 Mangsir, 2074 ,16:00 HRS**

**Last Date and Time for Submission: 28 Mangsir,2074,12:00 HRS**

**Opening Date and Time : 28 Mangsir,2074,14:00 HRS**

## Section I: INVITATION FOR BIDS

First date of publication 13 Mangsir, 2074

1. Nepal Electricity Authority, Generation Directorate, Medium Generation Operation and Maintenance Department, Gandak Hydropower Station invites wax Sealed Quotation from reputable contractors for following works:

Tender No.	Description	Fee for bid Document (NRS)	Estimated Amount (without VAT)	Site Location
<b>GHPS-2074/75-SQC-01</b>	Powerhouse coloring work at Gandak HPS	1000.00	7,29,844.03/-	Gandak Hydropower Station, Nawalparasi

2. A complete set of Bid Documents may be purchased during office hours on all working days by any interested Bidder from 13 Mangsir, 2074 onwards upon submission of a written application to the address given below accompanied by a bank voucher of mention above (non-refundable) towards the cost of the Bid Documents deposited in **Rastriya Banijya Bank Limited, Bardaghat, Nawalparasi, Current Account No.: 333008024101** The Bid Documents shall be available for sale up to 27 Mangsir, 2074 at the office mentioned below.  
Nepal Electricity Authority, Generation Directorate, Medium Generation Operation and Maintenance Department, Durbar Marg, Kathmandu or Gandak Hydropower Station, Surajpura, Nawalparasi  
Bidders must produce notarized copies of Company Registration Certificate, VAT Registration Certificate and PAN Registration Certificate and Tax Clearance or Submission of tax return up to FY 2074-75 at the time of purchase of the Bid Documents.
3. All Bids accompanied by a bid bond not less than **NRs 20,500.00** must be delivered in accordance with the instructions of Bidders at or before 12:00 hour's local time on or before 28 Mangsir, 2074 at **Gandak Hydropower Station, Surajpura, Nawalparasi**. The Bids shall be opened at **14:00 hour's** local time on the same date in the presence of the authorized representatives of the Bidders who choose to be present. If the specified dates of Bid submission and opening fall on a public holiday, Bid submission and opening shall be done on the next working day.
4. Interested eligible Bidders may obtain further information on the Bids or inspect the Bid Documents at the office given below or information pertaining to Bid and e-bidding from NEA's website **<http://www.e-nea.org.np>**
5. Bidders are advised to visit the site and assess the actual site conditions before submitting their bid.  
Any amendment in the tender notice shall be published in the NEA Web Portal and notice board of NEA, Medium Generation, Operation & Maintenance Department, Durbar Marg Kathmandu and **Gandak Hydropower Station, Surajpura, Nawalparasi**
6. All the rights as to whether to accept or reject, wholly or partly any or all the bids or cancel the bidding process without assigning any reason, whatsoever are reserved **Gandak Hydropower Station**.

Nepal Electricity Authority  
Gandak Hydropower Station  
Surajpura, Nawalparasi

## Section II. Instructions to Bidders

### Instructions to Bidder

- 1. Scope of Works** The Employer stated in the Invitation for Sealed Quotation invites bids for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. .
- 2. Eligible Bidder** This Invitation for Bids is open to all registered contractors with qualifications as described below:
  - a) Up to date Firm/Company Registration Certificate
  - b) VAT and PAN Registration Certificates
  - c) Tax Clearance Certificate
  - d) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for the profession or business related offence.
  - e) Power of Attorney
  - f) Other documents as needed
- 3. One Bid per Bidder** Each Bidder shall submit only one quotation; A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
- 4. Cost of Bidding** The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.
- 5. Site Visit** The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.
- 6. Content of Quotation Form** The Quotation Form comprise the documents listed below:
  - Invitation for Sealed Quotations
  - Instructions to Bidders
  - Forms of Bid, Letter of Acceptance and Agreement
  - General Conditions of Contract (GCC)
  - Special Conditions of Contract (SCC)
  - Technical Specification
  - Drawings
  - Bill of Quantities
  - Sample Forms of Securities
- 7. Clarification** A prospective Bidder may obtain clarification on the Quotation Form from the Employer.
- 8. Language of Bid** All documents relating to the bid shall be in English or in Nepali.
- 9. Documents Comprising Bid** The bid by the Bidder shall comprise the following:
  - a. Bid and Eligibility Information
  - b. Bid Security

c. Priced Bill of Quantities

- 10. Bid Prices** The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid separately by the Employer.
- All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 11. Bid Validity** The Bid shall remain valid for the period of 45 days after opening. Of the quotation.
- 12. Bid Security** The Bidder shall furnish a Bid Security in Nepali Rupees in the amount equivalent to **Nrs.20500.00** amount. The Bid Security shall remain valid for a period of 75 days after opening of the quotation..
- The Bid Security shall be in the form of cash voucher deposited in the Bank Account of the Employer specified in the notice for "Invitation for Quotation" or a bank guarantee from a bank acceptable to the Employer.
- 13. Format and Signing of Bids** The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.
- 14. Sealing and Marking of Bids** The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.
- 15. Deadline for Submission of Bids** Bids shall be delivered to the Employer at the address no later than the time and date specified in the Invitation for Quotation.
- 16. Late Bids** Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
- 17. Modification and Withdrawal of Bids** Bids once submitted shall not be withdrawn or modified.
- 18. Bid Opening** The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Quotation. The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
- 19. Process to be Confidential** Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid.
- 20. Examination of Bids** Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of

the Bidding documents.

- 21. Evaluation and Comparison of Bids**
- 21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern
- 21.2 If the Bidder does not accept the corrected amount, the bid shall be rejected and the Bid Security may be forfeited.
- 22. Award of Contract**
- 22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within 15 days of the opening of the quotation, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 2.
- 22.2 If the bid, which results in the lowest Evaluated Bid price, is unbalanced or frontloaded in relation to the Employer's estimate of the items of Work to be performed under the contract, the Employer shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the Employer shall increase at the expense of the bidder the performance security set forth in Clause 25 by an additional 8% of the quoted amount to protect the Employer against financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the Employer may reject such bid.
- 23. Employer's Right to Accept any Bid and to Reject any or all Bids**
- The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
- 24. Notification of Award and Signing of Agreement**
- 24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer.
- 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.
- 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.
- 25. Performance Security**
- i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.

ii) For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:

Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.

The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

26. Additional Securities

The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, are too low for execution of the contract. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest evaluated Bidder.

27. Corrupt or Fraudulent Practices

The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.

28. Conduct of Bidders

28.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.

28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- a) give or propose improper inducement directly or indirectly,
- b) distortion or misrepresentation of facts
- c) engaging or being involved in corrupt or fraudulent practice
- d) Interference in participation of other prospective bidders.
- e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price..
- g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

**29. Blacklisting Bidder**

29.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:

- a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 28.2,
- b) if the bidder fails to sign an agreement pursuant to Sub - Clause 24.2,
- c) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- e) if it is proved that the contract agreement signed by the bidder

was based on false or misrepresentation of bidder's qualification information,

f) other acts mentioned in the Bidding Data

29.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.

## Special Instruction to Bidders for e-Bidding

### A) Bid submission procedures through electronically (e-submission) only:

- i. Interested eligible bidders shall, either purchase the hard copy of the bidding document directly from the Employer's office as specified in the Invitation for Bid (IFB) or may download the necessary parts of the bidding documents from e-procurement section in NEA's web site <http://www.e-nea.org.np>. In case, the bidders choose to download the bidding documents, prepare the bids on downloaded documents, and submit their bids electronically. The Bidders shall be required to deposit the non refundable fee for the bidding document (as specified in the bid notice) in the bank account specified in the IFB and electronic scanned copy (\*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.
- ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company.
  - a) Bill of Quantity (BOQ) with rate, amount, b) Forms of Bid, Qualification Information

The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate filename shown in the table below. If the duplicate copy is submitted legal notarization shall be mandatory.

S.No.	Document	PDF File name	Requirement	Remarks
1	Form of Bid	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid security-2	Mandatory	
3	Company registration,	Company reg-3	Mandatory	All firms in case of JV
4	VAT/PAN registration,	VAT reg-4	Mandatory for National firms	All firms in case of JV
5	Tax clearances certificate, submission return up to 072-73	Tax-5	Mandatory for National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint venture agreement	JV doc-7	Mandatory	
8	Qualification Information	Qualifications-8	Not Mandatory	
9	BOQ with rate(without Vat), amount and total amount	BOQ-9	Mandatory	
10	Manufacturers Authorization	Authorization -10	Not Mandatory	NA
11	Technical Data Sheet	TDS-11	Not Mandatory	NA

12	Certification Documents (for duplicate copy)	Certifications-12	Mandatory	NA
13	Declaration Form	Declaration-13	Mandatory	

Note: **Mandatory** means the mentioned files shall be included in e-submission and non-submission of such file shall be considered as non-responsive bid.

- iii. For e-submission purpose the Bidder shall, at first, register in the e-procurement section NEA's web site <http://www.e-nea.org.np> .
- iv. After preparing all the required bidding documents in PDF, scan the files as specified in (ii).
- v. The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of NEA's website <http://www.e-nea.org.np> within the specified date and time.
- vi. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.
- vii. The standard time for e-submission is Nepalese Standard Time as set out in the server of MIS Department of NEA.
- viii. When a bidder submits his bid in hard copy, the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of NEA's web site.
- ix. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause -22 with a Substitution letter in PDF file.
- xi. For Modification or Withdrawal of bid, the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.
- xii. When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.
- xiii. In case the Bidder choose to download the bidding documents and deposit the cost of bidding documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.
- xiv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of NEA's website <http://www.e-nea.org.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to

use this facility.

**B) Requirements and Conditions for e-submission of bid:**

- i. The Bidder shall submit his bid electronically in PDF files in the manner as specified above, and additional submission of hard copy of “original plus one copy of bid” is not mandatory.
- ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications as specified in ITB clause within 3 days.
- iii. In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer within 3 days.
- iv. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.
- v. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.
- vi. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited
  - a. if the Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.
  - b. if major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

**C) Bid Opening process for e-submitted bid**

- i. Electronically submitted bid shall be opened first at the Bid opening time.
- ii. The e-procurement system allows the Employer to download and open the e-submitted bid files from the bidders only after the time for opening the bids.
- iii. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
- iv. After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.

- v. In case of "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

**D) Bid Evaluation and Comparison process for e-submitted bid**

- i. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.
- ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

**E) Qualification Information**

In case of e-Bidding, the Eligible Bidder is required to submit the documents to prove minimum qualification requirements only and not the detail documents .

**F) Bid Security Format**

Form of Bid security shall include the provision as ‘This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee’.

### **Section III. Sample Forms of Bid, Eligibility Information, Letter of Acceptance and Agreement**

#### **Bid Form**

We have examined the documents listed in Instruction to Bidders, Clause 4 and offer to execute the Works in conformity with the Contract for the sum of ..... (in words) ..... (in figures) or such other sum as may be ascertained under the contract.

This bid shall remain binding until \_\_\_\_\_ [date]. This bid and your written acceptance of it shall constitute a binding contract between us.

We understand that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name : \_\_\_\_\_ Authorised to sign on behalf of (organisation name):  
\_\_\_\_\_

Designation: \_\_\_\_\_

Office Stamp of the Organisation: \_\_\_\_\_

## **Eligibility Information**

### **1. Eligibility Requirements:**

All Bidders shall submit following documents as pre- requisites for eligibility:

- a. Constitution or legal status of Bidder: [attach copy]
- b. Up to date Registration Certificate: [attach copy]
- c. Pan Registration Certificate: [attach copy]
- d. Up to date Tax Returns/ Clearance: [attach copy]
- e. Power of Attorney: [attach copy]
- f. Place of registration: [insert]
- g. A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for the profession or business related offence.
- h. Principal Place of business: [insert]

## **Letter of Acceptance**

*[Letterhead of the Employer]*

Date: \_\_\_\_\_

To: *[name and address of the contractor]*

This is to notify you that your Quotation (Bid) dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Invitation for Quotation]* for the Contract Price of *[insert the amount in Nepalese Rupees in numbers and words]* as corrected and modified<sup>1</sup> in accordance with the Instructions to *Bidders* is hereby accepted by our Agency.

You are hereby instructed to contact our office *[Office address]* to sign the formal agreement on *[date]* at *[time]*. As per the Instructions to *Bidders* you are also required to submit Performance Security, as specified in the Section VIII Sample Forms of Securities,, consisting of a Bank Guarantee in an

\_\_\_\_\_

*approved format or cash deposit voucher in favour of the Employer in the Employer's Bank account [enter account details].*

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

*Please convey our unconditional acceptance by signing on the original of this letter and submit the required Performance Security at the time of formal agreement.*

Authorised Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: .

## Agreement

This Agreement, made the [day] day of [month], [year] between [name and address of Employer] (hereinafter called “the Employer”) and [name and address of contractor] (hereinafter called “the contractor”) of the other part.

Whereas the Employer is desirous that the contractor execute [name and identification number of contract] (hereinafter called “the Works”) and the Employer has accepted the bid for \_\_\_\_\_ [insert the amount in Nepalese Rupees in numbers and words] by the contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, 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 thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_  
was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed, and Delivered by the said \_\_\_\_\_  
in the presence of: \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## Section IV. General Conditions of Contract (GCC)

### 1. General Provisions

**1.1 Definitions** In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

**The Contract** 1.1.1 “**Contract**” means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).

1.1.2 “**Specification**” means the document as listed in the SCC, and any variation to such document.

1.1.3 “**Drawings**” means the Employer’s drawings of the Works as listed in the SCC, and any variation to such drawings.

1.1.4 “**Bill of Quantities**” means the priced and completed bill of quantities forming part of the Tender.

1.1.5 “**Bid or Quotation**” means the contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

1.1.6 “**Letter of Acceptance**” means the formal acceptance by the Employer of the **bid** or Tender.

**Persons** 1.1.7 “**Employer**” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee.

1.1.8 “**Contractor**” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.9 “**Party**” means either Employer or the contractor.

**Date, Times and Periods** 1.1.10 “**Commencement Date**” means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties.

1.1.11 “**Day**” means a calendar day.

1.1.12 “**Time for Completion**” means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 6.3), calculated from the Commencement Date.

**Money and Payments** 1.1.13 “**Cost**” means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

1.1.14 “**Contract Price**” means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.

**Other  
Definitions**

- 1.1.15 “**Retention Money**” means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3
- 1.1.16 “**Contractor's Equipment**” means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.
- 1.1.17 “**Country**” means Nepal.
- 1.1.18 “**Employer's Liabilities**” means those matters listed in Sub-Clause 5.1.
- 1.1.19 “**Materials**” means things of all kinds (other than Plant) intended to form or forming part of the permanent work.
- 1.1.20 “**Plant**” means the machinery and apparatus intended to form or forming part of the Permanent Works.
- 1.1.21 “**Site**” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.22 “**Variation**” means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Engineer under Sub-Clause 9.1.
- 1.1.23 “**Works**” means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.
- 1.1.24 “**Permanent Works**” means the permanent works to be executed (Including Plant) in accordance with the Contract.
- 1.1.25 “**Temporary Works**” means all temporary works of every kind (other than contractor’s Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
- 1.1.26 “**Adjudication**” means the procedure to be adopted by the contractor and the Employer in solving the dispute if it is not solved amicably pursuant to Sub-Clause 13.1.

**1.2 Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

**1.3 Priority of Documents**

The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as listed in the SCC.

**1.4 Law**

The law of the Contract is stated in the SCC.

**1.5 Communications**

Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed.

If a notice given pursuant to Sub Clause 1.5 fails to be delivered due to failure to trace the address of the party then the notice shall be published

as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.

**1.6 Statutory Obligations** The contractor shall comply with the laws of the countries where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.

## **2. The Employer**

**2.1 Provision of Site** The Employer shall provide the Site and right of access thereto at the times stated in the SCC.

**2.2 Permits and Licenses** The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works.

**2.3 Employer's Instructions** The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

**2.4 Approvals** No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.

## **3. Employer's Representatives**

**3.1 Authorised Person** One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.

**3.2 Employer's Representative** The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.

## **4. The Contractor**

**4.1 General Obligations** The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.

During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under.

A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.

**4.2 Contractor's Representative** The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.

**4.3 Subcontracting** The contractor shall not subcontract the whole of the Works. The contractor shall not subcontract any part of the Works without the consent of the Employer.

**4.4 Performance Security** As stated in the SCC, the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.

## 5. Employer's Liabilities

### 5.1 Employer's Liabilities

In this Contract, Employer's Liabilities mean:

- a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works.
- d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,
- f. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions
- g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure,
- h. any failure of the Employer,
- i. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer,
- j. any delay or disruption caused by any Variation,
- k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,
- l. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and
- m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.

## 6. Time for Completion

### 6.1 Execution of the Works

The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

### 6.2 Programme

The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC

### 6.3 Extension of Time

The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities.

The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date.

On receipt of an application from the contractor, the Employer shall consider all supporting details provided by the contractor and shall

extend the Time for Completion as appropriate.

- 6.4 Liquidated Damages for Delay** If the contractor fails to complete the Works within the Time for Completion, the contractor's liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.

## **7. Taking-Over**

- 7.1 Completion** The contractor may notify the Employer when he considers that the Works are complete.

- 7.2 Taking-Over Notice** The Employer shall notify the contractor when he considers that the contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.

The Employer shall take over the Works upon the issue of this notice. The contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.

## **8. Remedying Defects**

- 8.1 Remedying Defects** The Employer may at any time prior to the expiry of the period stated in the SCC, notify the contractor of any defects or outstanding work. The contractor shall remedy at no cost to the Employer any defects due to the contractor's design, materials, plant or workmanship not being in accordance with the Contract.

Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the contractor's cost.

- 8.2 Uncovering and Testing** The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 9.2.

## **9. Variations and Claims**

- 9.1 Right to Vary** The Employer may instruct Variations.

- 9.2 Valuation of Variations** Variations shall be valued as follows:
- a. where appropriate, at rates in the Contract, or
  - b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or
  - c. at appropriate new rates, as may be agreed or which the Employer considers appropriate.

- 9.4 Right to Claim** If the contractor incurs cost as a result of any of the Employer's Liabilities, the contractor shall be entitled to the amount of such cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

- 9.5 Variation and** The contractor shall submit the Employer an itemised make-up of the

**Claim Procedure** value of Variations and claims within 7 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

## **10. Contract Price and Payment**

**10.1 Valuation of the Works** The Contract Bill of Quantities and the approved Variation quantities shall be used to calculate the valuation of the works completed. The contractor shall be paid for the quantity of work done at the rate in the Bill of Quantities or rate agreed pursuant to clause 9.2 for varied works.

**10.2 Payments Certificates** The Contractor shall submit to the Employer monthly statements of the estimated value of the works completed less the cumulative amount certified previously. The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor

**10.3 Payments** The Employer shall pay to the contractor the amount certified less retention at the rate stated in the SCC within 30 days of the date of each certificate.

**10.4 Payment of Retention** One half of the retention shall be repaid by the Employer to the contractor within 30 days upon expiry of Defects Liability Period and the Employer has certified that the notified defects have been corrected. The remainder of the retention shall be paid by the Employer to the contractor within 7 days after submission of evidence document from the concerned Internal Revenue Office that the contractor has submitted his Income Returns

**10.5 Advance Payment**

- a. The Employer may make advance payment to the contractor of the amounts stated in the SCC within 30 days, against provision by the contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies 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 will not be charged on the advance payment.
- b. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the contractor, following the schedule of completed percentages of the Works as indicated in SCC

**10.6 Local Taxation & Value Added Tax**

- a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal.
- b. The Contract is not exempted from value added tax. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.

## **11. Termination of Contract**

**11.1 Default by Contractor** If the contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the contractor has not taken all practicable steps to remedy the default within 15 days after the contractor's receipt of the Employer's notice, the Employer may, by a second notice given within a further 22 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any contractor's Equipment which the Employer instructs in the second notice to be used until the completion of the Works.

**11.2 Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 30 days after the Employer's receipt of the contractor's notice, the contractor may, by a second notice given within a further 22 days, terminate the Contract. The contractor shall then demobilise from the Site.

**11.3 Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The contractor shall then demobilise from the Site leaving behind, in the case of the contractor's insolvency, any contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

**11.4 Termination by Convenience**

Notwithstanding the above, the Employer shall be entitled to terminate the Contract in public interest, at any time at the Employer's convenience, by giving notice of such termination to the contractor.

**11.5 Payment upon Termination**

After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a. any sums to which the contractor is entitled under Sub-Clause 9.4,
- b. any sums to which the Employer is entitled,
- c. if the Employer has terminated under Sub-Clause 11.1 or 11.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,
- d. if the contractor has terminated under Sub-Clause 11.2 or 11.4, the contractor shall be entitled to the Cost of his suspension and demobilisation together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination

The net balance due shall be paid or repaid within 30 days of the notice of termination.

**12. Risk and Responsibility**

**12.1 Contractor's Care of the Works**

The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.

**12.2 Force Majeure**

If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the

contractor's Equipment.

If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.

After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a. any sums to which the contractor is entitled under Sub-Clause 9.4,
- b. the Cost of his suspension and demobilisation,
- c. any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 30 days of the notice of termination.

### **13. Resolution of Disputes**

#### **13.1 Adjudication**

If any dispute shall arise out of or in connection with the Contract, including any valuation or other decision of the Employer, then the parties shall attempt to settle such dispute amicably. However if the dispute is not settled amicably then the dispute shall be referred to the Adjudicator. The adjudicator shall be any person agreed by the Parties. In case of disagreement the Employer shall request Nepal Council of Arbitration (NEPCA) for appointment of the Adjudicator.

#### **13.2 Amicable Settlement**

If either Party is dissatisfied with the decision of the adjudicator attempt shall be made to resolve the dispute amicably.

#### **14. Conduct of Bidders**

14.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.

14.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- h) give or propose improper inducement directly or indirectly,
- i) distortion or misrepresentation of facts
- j) engaging or being involved in corrupt or fraudulent practice
- k) interference in participation of other prospective bidders.
- l) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- m) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price..
- n) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

#### **15. Blacklisting Bidder**

15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the

following grounds and seriousness of the act committed by the bidder:

- g) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2,
- h) if the bidder fails to sign an agreement pursuant to Instruction to Bidders Sub - Clause 24.2,
- i) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- j) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- k) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
- l) other acts mentioned in the Bidding Data

15.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.

## Section V Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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

Item	Clause	Data
Documents forming the Contract listed in the order of priority <b>Document</b> a. The Agreement b. Special Conditions of Contract c. General Conditions of Contract d. The Technical Specifications e. The Drawings f. The Bill of Quantities g. ....(if any) h. ....(if any)	1.1.1	Document Identification
Time for Completion	1.1.12	Thirty (30) days
Law of Contract	1.4	Applicable Law of Nepal
Language	1.5	English version
Provision of Site	2.1	On the commencement date
Authorised person	3.1	<b>Station manager, Gandak Hydropower Station, Surajpura, Gandak</b>
Name and address of Employer's representative (if known)	3.2	Station Chief
Performance security (if any): Amount: Form:	4.4 4.4	5% of the contract price if bid amount is within 15% less than estimate amount, otherwise Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. Security format Attached in section IX
Time for the submission of programme	6.2	Within 7days of the commencement date
Liquidated Damages for Delay	6.4	0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement

<b>Item</b>	<b>Clause</b>	<b>Data</b>
Period for notifying defects	8.1	365 days calculated from the date stated in the notice under Sub-Clause 8.1.

Percentage of retention	10.3	5% of each payment made to the Contractor
Advance Payment	10.5(a)	Up to 10% of the contract price
Deduction of Advance Payment	10.5(b)	35 % of each payment certificate

## Section VI. Technical Specifications

### A. SPECIFICATION FOR MATERIALS AND CIVIL WORKS

#### 1. GENERAL NOTES FOR CONTRACTOR AND DEFINITIONS

- 1.1 The work shall be carried out according to the specifications whether specifically mentioned in it or not. No extra in any form shall be paid unless it is definitely stated as an item in the Bill of Quantities. Whenever the specifications are not given or ambiguous, the relevant Indian Standard and further amendments or decision of the Employer/Engineer shall be considered as final and binding.
- 1.2 The work shall be carried out simultaneously with the electrical, plumbing, sanitary and other services and in cooperation with the contractors of the above services. The work shall be carried on till it is completed satisfactorily along with the completion of essential portion of other services. The contractor shall keep the other contractors informed well in advance of the proposed program of the work so that the proposed work is not hindered. The contractor shall further cooperate with other contractors in respect of any facilities required by them e.g. making holes in shuttering for pipes, electric conduits, fan hooks etc. However, nothing extra shall be admissible to him for such reasonable assistance and facilities afforded to other contractors and the contractor shall be deemed to have taken factor into consideration while quoting his rates.
- 1.3 The work shall be related to the drawings which the contractor is presumed to have studied. Nothing extra will be paid for any item because of its shape, location or other difficult circumstances, even if the schedule makes no distinction as long as the item is shown in the drawing.
- 1.4 The source of materials stated in the specifications are those from which materials are generally available. However, materials not conforming to the specifications shall be rejected even if they come from the stated sources. The contractor should satisfy himself that sufficient quantity of material of acceptable specification is available from the stated or other sources.

Where terms "Resident Engineer/Employer", "Representative", "Contractor", "Works" etc. are used, they shall have the meaning defined in the Conditions of Contract or defined in the subsequent specification.

- 1.5 "Owner" shall mean,  
**Gandak Hydropower Station, Surajpura, Nawalparasi**
- 1.6 The requirements of specifications for the materials shall be fulfilled by the Contractor without extra charge including transportation or any other taxes involved that are the item rates quoted shall be deemed to have taken these into account.

## **2. GENERAL NOTES AND DEFINITIONS**

### **2.1 DRAWING, INSTRUCTION, MEASUREMENTS**

All the work shall be done according to the drawings and instructions of the Employer/ Engineer and the Contractor shall arrange to test materials and/ or portions of the works at his own cost in order to prove their soundness and sufficiency. If after any such test and in the opinion of the Employer/ Engineer any work or portion of work is found to be defective or unsound, the Contractor shall pull down and re-execute the same at his own cost. Defective materials shall be removed from the site.

### **2.2 PREPARING AND CLEARING THE SITE**

The site described and shown on the plans shall be cleared of all obstructions, loose stones and materials, rubbish of all kinds as well as brush-wood. All holes or hollows whether originally existing or produced shall be well rammed and levelled off as directed.

### **2.3 TREES**

No trees shall be cut without prior permission. If any trees have to be cut, this shall form an extra item. For the purpose of the specification a tree shall be defined as girth whose circumference of the trunk at 300mm from the base is not less than 900mm.

### **2.4 MEASURING MATERIALS**

Materials requiring measuring shall be measured separately in boxes of appropriate sizes before being mixed. They should be calibrated and marked with red if necessary in presence of the Employer/Engineer.

### **2.5 TEMPORARY PROTECTION**

All trenches, walls, newly laid concrete or other work requiring protection from weather or accidental injury shall be protected by means of tarpaulin or in any other way so as to keep the work safe. Nothing extra shall be paid for this matter.

### **2.6 QUALITY OF WORK**

Materials, tools and plants and workmanship shall be the best of several kinds obtainable in the market and as approved by the Employer/ Engineer.

### **2.7 LEAVE CLEAN**

On completion, all works must be cleaned, rubbish removed and the works and land cleaned of surplus materials, debris and other accumulations and everything left in clean and orderly condition.

### **2.8 SAMPLES**

Samples of each class of work required shall be submitted by the Contractor for the approval of the Employer/ Engineer and after such approval these samples shall be deposited at a place chosen by the Employer/ Engineer. The Contractor will be required to perform all works under the contract in accordance with these approved samples.

### **2.9 PROVISIONAL ITEMS**

All provisional items in the schedule shall be carried out at the discretion of the Employer/Engineer, and may or may not form part of the contract. In case, the

provisional items are carried out by the Contractor the rates shall be settled as for extra items as stated in the conditions of contract.

## **2.10 STORAGE**

Safe, dry and proper storage shall be provided for all materials, particularly for cement. The capacity of the cement storage shall be equal to one-fourth of the total quantity to be used but may not exceed 200 tonnes at the site of work.

## **3. MATERIALS**

### **3.1 GENERAL**

The materials supplied and used in the works shall comply with the requirements of these Specifications. They shall be new, except as may be provided elsewhere in the Contract or permitted by the Employer/ Engineer in writing. The materials shall be manufactured, handled and used in a workmanlike manner to ensure completed work in accordance with the Contract. Where an Indian Standard is specified, the latest version of the standard quoted shall be considered to apply.

### **3.2 SOURCES**

The source of materials should be selected and notified to the Employer/ Engineer and approved by him. The use of any one kind or class of material from more than one source is prohibited, except by written permission of the Employer/ Engineer. Such permission, if granted, will set forth the conditions under which the change may be made. The source or kind of materials shall not be changed at any time without written permission of the Employer/ Engineer. If the product from any source proves unacceptable at any time, the Contractor shall make such arrangements as may be necessary to assure acceptable material, either by alterations in plant operations or by a change of source. Claims for increased costs which may be occasioned by such alterations or changes will not be given consideration, unless the source of the unacceptable material was designated in the Contract as a source of material.

When any manufactured product, either new or used, is furnished by the owner, the location at which such material will be delivered to the Contractor will be designated in the contract. In such cases the contractor shall haul the materials from the designated delivery point to point of use, and compensation for such hauling will be considered to be included in the Contract unit price for placing the materials in the finished work.

### **3.3 INSPECTION AND ACCEPTANCE OF MATERIALS**

Final inspection and acceptance of materials will be made only at the site of the work. The Employer/ Engineer reserves the right to sample, inspect and test materials throughout the duration of the work, and to reject any materials which are found to be unsatisfactory at the time of use.

A preliminary inspection of materials may be made at the source for the convenience of the Contractor, but the presence of Employer/ Engineer at the source shall not relieve the Contractor of the responsibility of furnishing materials which comply with these specifications. The Employer/ Engineer shall have free entry at all times to those parts of any plant which concern the manufacture or production of the materials ordered.

### **3.4 SAMPLES AND TESTS**

The Contractor shall submit sample of all materials for the approval of the Employer/ Engineer prior to commencement of work. The Contractor shall give immediate notification of the placing of orders for shipment of materials to permit testing. He shall furnish without charge all samples required and he shall afford such facilities as the Employer/ Engineer requires for collecting and forwarding such samples.

The Contractor shall not make use of or incorporate into the work the materials represented by the samples until the tests have been made and the materials are found to comply with the requirements of the specifications, except that any materials which have a satisfactory record of compliance with the Specifications may, at the discretion of the Employer/ Engineer, be used until the tests are completed. If the material fails to pass the tests, no further use thereof shall be made until the Contractor has taken steps satisfactory to the Employer/ Engineer to correct the deficiencies.

When required by the Employer/ Engineer preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and shall be tested in accordance with the methods referred to in this Specification. The acceptance of a preliminary sample, however, shall not be construed as acceptance of materials from the same source delivered later. Only the materials actually delivered for the work will be considered, and their acceptance or rejection will be based on the results of the tests and inspections prescribed in these Specifications.

### **3.5 DEFECTIVE MATERIALS**

All materials which do not conform to the requirements of the Contract will be rejected whether in place or not. They shall be removed immediately or taken away from the site immediately thereafter. No rejected material, the defects of which have been subsequently corrected, shall be used in the work unless approval in writing has been given by the Employer/ Engineer. Upon failure of the Contractor to comply promptly with any order of the Employer/ Engineer given under this Clause, the Employer/ Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any monies due to the Contractor.

### **3.6 TRADE NAMES AND ALTERNATIVES**

For convenience in designation in the Contract, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

- a) The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and he shall furnish all information as required by the Employer/ Engineer. The Employer/ Engineer shall be the sole judge as to the quality and suitability of all alternative articles or materials and his decision shall be final.

- b) Whenever the specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the quality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

### **3.7 FOREIGN MATERIALS**

Materials which are manufactured, produced or fabricated outside Nepal shall be delivered to a distribution point in Nepal, unless otherwise required in these specifications or the special provisions, where they shall be retained for a sufficient period of time to permit inspection, sampling, and testing. The Contractor shall not be entitled to an extension of time for acts or events occurring outside Nepal and it shall be the Contractor's responsibility to deliver materials obtained from outside Nepal to the point of entry into Nepal in sufficient time to permit timely delivery to the job site. The Contractor shall provide the facilities and arrange for any testing required at his own cost. All testing by the Contractor shall be subject to witnessing by the Employer/ Engineer. The manufacturer, producer or fabricator of foreign material shall furnish to the Employer/Engineer a "Certificate of Compliance" with the specifications where required. In addition, certified mill test reports clearly identifiable to the lot of material shall be furnished where required in these specifications or otherwise requested by the Employer/ Engineer. Where structural materials requiring mill test reports are obtained from foreign manufacturers, such materials shall be furnished only from those foreign manufacturers who have previously established, to the satisfaction of the Employer/ Engineer, the sufficiency of their in-plant quality control, as deemed necessary by the Employer/ Engineer, to give satisfactory assurance of their ability to furnish material uniformly and consistently in conformance with these specifications. At the option of the Employer/Engineer, such sufficiency shall be established whether by submission of detailed written proof thereof or through in-plant inspection by the Employer/ Engineer.

### **3.8 CONTRACT DOCUMENTS**

The Contractor is bound to execute and realize the Project works covered under these contract documents.

These contract documents to cover the said work shall along with that is normally understood therein comprise of

- a) These Tender Documents.
- b) All Tender and Working Drawings issued by the owner prepared by this Employer/ Engineer.
- c) All site instructions made in the site order book or log book by the Employer/ Engineer.

- d) All instructions given to the contractor by the Employer/ Engineer are in the form of sketches, directions along with requests for additional data, shop drawings, measurements details etc. from the contractor related of this work.
- e) All shop drawings and samples approved by the Employer/ Engineer.
- f) All manufacturers' specifications, data brochures information etc. approved by the Employer/ Engineer.
- g) All aspects of work checked and approved by the Employer/ Engineer either on, or off, the project site.
- g) All samples and guidelines that the Employer/ Engineer shall instruct the Contractor to follow. In particular covering all works where the contractor shall follow the existing designs, decoration, methods of construction, finishes proportions, elevations etc. of the existing building.

**Note:** It is the responsibility of contractor to take care of human harm during painting in powerhouse. Also the contractor has to cover the powerhouse equipment while painting ceiling and walls

## **Section VII. Drawings**

## Section VIII. Bill of Quantities

### BILL OF QUANTITY

Contract Identification No :

Job: Powerhouse coloring work at Powerhouse in Gandak HPS

Site Location: Surajpura, Nawalparasi

S.N	Description of works	Unit	Quantity	Unit Rate in figure	Unit Rate in word	Total Amount	Remarks
<b>0</b>	<b>Painting work</b>						
1	Supply and applying one coat of primer along with two coats of weather coat Paint of approved color on the outer walls of power house by removing dust and dirt with necessary scaffolding all work complete as per specification and instruction of site in charge	sq.m	<b>1867.77</b>				
2	Supplying and applying two coat of distemper Paint of approved color on the inner walls and ceiling of power house by removing all dust and dirt and as per specification and instruction of site incharge	sq.m	<b>1991.22</b>				
3	Supplying and applying enamel Paint of approved color on the old surfaces of doors and windows by removing all rust, dust and dirt and as per specification and instruction of site incharge	Sq.m	<b>370.11</b>				
	<b>Total</b>						
	<b>VAT @ 13%</b>						
	<b>Grand Total</b>						

Signature of Authorized

Person:

Name of Authorized Person:

Contractor's Name:

Address :

Telephone No.:

Seal and Date:

**Section IX. Sample Forms of Securities**

**Bid Security (Bank Guarantee)**

Whereas, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Quotation (bid) dated [date] for the construction of [name of Contract] (hereinafter called “the bid”).

Know all people by these presents that We [name of Bank] of [name of country] having our registered office at [address] (hereinafter called “the Bank”) are bound unto [name of Employer] (hereinafter called “the Employer”) in the sum of [amount] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

- (1) If, after bid opening, the Bidder withdraws his bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the bid,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [number] days<sup>2</sup> 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.

Date                      Signature of the Bank \_\_\_\_\_

Witness                  Seal \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

## Performance Bank Guarantee

To: [name and address of Employer]

Whereas [name and address of contractor] (hereinafter called “the contractor”) has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Works] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of [amount of Guarantee] [amount in words]<sup>3</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee]<sup>4</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid for at least 30 days beyond the date of issue of Defects Liability Certificate.

Signature and seal of the Guarantor

Name of Bank

Address

Date

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**Bank Guarantee for Advance Payment**

To: [name and address of Employer]

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub clause 11.9(“Advance Payment”) of the above-mentioned Contract, [name and address of contractor] (hereinafter called “the contractor”) shall deposit with [name of Employer] a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] [amount in words]5

We, the [Bank or Financial Institution], as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding [amount of Guarantee] [amount in words]6

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between [name of Employer] and the contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the [name of Employer] receives full repayment of the same amount from the Contractor.

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Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

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