

Nepal Electricity Authority
(Undertaken by Nepal Government)
Generation Directorate
Medium Generation O&M Department
Modi Khola Hydro Power Station
Dimuwa, Parbat



STANDARD BIDDING DOCUMENT
Sealed Quotation

FOR

Construction of Kitchen Shed
At
Modi Khola Hydro Power Station

Sealed Quotation No: MKHPS-074/75-CS-SQ02

First Date of Notice Publication : 2074/11/09
Last Date/Time of Purchasing : 2074/11/23 (Office Hour)
Last Date /Time of Submission : 2074/11/25 till 12:00 Noon
Time of Opening : 2074/11/25 after 02:00 PM

February, 2018



Abbreviations

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



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ATTENTION!

ALL BIDDERS ARE STRONGLY ADVISED TO READ ALL THE INSTRUCTIONS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS AND OTHER INFORMATION CLAUSE BY CLAUSE CAREFULLY AND THOROUGHLY BEFORE SUBMISSION OF THEIR SEALED QUOTATIONS TO THE PURCHASER.

EVEN IF ANY BIDDER FAILS TO DO SO, THE PURCHASER WILL ASSUME THEM READ AND THE BIDDER SHALL BE SOLELY RESPONSIBLE FOR ALL THE FORTHCOMING CONSEQUENCES DUE TO LACK OF KNOWLEDGE OF THE SEALED QUOTATION DOCUMENTS.

Notice Amendment:

*Bidders are notified that there is an amendment for **Bid submission** and **Bid opening** as follows:*

The submission and opening of the bids shall be done in the office of Medium Generation, Operation & Maintenance Department, Nepal Electricity Authority (NEA), Darbar Marg, Kathmandu.



Invitation for Sealed Quotations

(First date of publication: Falgun 9, 2074)


1. Nepal Electricity Authority (NEA), Modikhola Hydropower Station invites wax Sealed Quotation from reputable contractors for following works:

Quotation No.	Description	Fee for bid Document (NRs)	Estimated Amount, NRs (withVAT)	Site Location
MKHPS-074/075-CS-SQ01	Civil Maintenance Works at Modikhola Hydropower Station	1000.00	9,59,446.57	Modikhola Hydropower Station, Betani,Parbat

2. A complete set of Bid Documents may be purchased during office hours on all working days by any interested Bidder from **Falgun 9, 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 A/C of Modikhola Hydropower Station, current account no: 1201017500027 at Nabil Bank, Pokhara Branch. The Bid Documents shall be available for sale up to **Falgun 23, 2074** with in office hour at the office mentioned below.

Modi Khola Hydropower Station (MKHPS) Dimuwa, Parwat Tel./Fax No.: 067-410042	Medium Generation, Operation & Maintenance Department, NEA Darbar Marg, Kathmandu Tel. No.: 01-4153081
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3. 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 2073/74 at the time of purchase of the Bid Documents.
4. All Bids accompanied by a bid bond not less than **NRs 25,000.00** of bid price must be delivered in accordance with the instructions of Bidders at or before 12:00 hour's local time on or before **Falgun 25, 2073** at **Nepal Electricity Authority, Medium Generation, Operation & Maintenance Department, Generation Directorate, Durbar Marg, Kathmandu**. 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.
5. 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>
6. Bidders are advised to visit the site and assess the actual site conditions before submitting their bid.
7. 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.

	Modi Khola Hydropower Station (MKHPS) Dimuwa, Parwat Tel./Fax No.: 067-410042	Medium Generation, Operation & Maintenance Department, NEA Darbar Marg, Kathmandu Tel. No.: 01-4153081
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SECTION I. Instruction to Bidders (ITB)

1. Scope of Works	1.1 The Employer stated in the BDS for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of <i>Employer, name of project and contract identification number of Contracts</i> are provided in the BDS.
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered contractors with eligibility criteria specified in section III Eligibility Criteria. A bidder declared blacklisted and ineligible by the GoN/NEA, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN,/NEA PPMO and/or the DP.
3. One Bid per Bidder	3.1 Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.
6. Content of Quotation Form	6.1 The Quotation Form comprise the documents listed below: Section I: Instructions to Bidders Section II: Bid Data Sheet Section III : Eligibility Criteria Section IV: Bidding Forms Section V: Works Requirements Section VI: Bill of Quantities Section VII: General Conditions of Contract (GCC) Section VIII: Special Conditions of Contract (SCC) Section IX: Contract Forms
7. Clarification	7.1 A prospective Bidder may obtain clarification on the Quotation Form from the Employer on or before 5 days prior to the deadline for submission of quotation.
8. Language of Bid	8.1. All documents relating to the bid shall be in English /Nepali.
9. Documents Comprising Bid	The bid by the Bidder shall comprise the following: <ul style="list-style-type: none"> • Letter of Bid • Eligibility Information/Document • Bid Security and • Priced Bill of Quantities
10. Bid Prices	10.1 The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is 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	11.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
12. Bid Security	<p>12.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.</p> <p>12.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional bank guarantee from "A" class commercial bank or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid</p> <p>12.3 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>12.4 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> (a) a Bidder requests for withdrawal during the period of bid validity specified by the Bidder on the Letter of Bid, after bid submission deadline. (b) a Bidder changes the prices or substance of the bid while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 27; (d) the successful Bidder fails to: <ul style="list-style-type: none"> (i) furnish a performance security in accordance with clause 25 and 26; (ii) sign the Contract in accordance within the period stipulated in Letter of Acceptance; or (iii) accept the correction of arithmetical errors pursuant to clause 21.1
13. Format and Signing of Bids	13.1 The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
14. Sealing and Marking of Bids	<p>14.1 Bidders may submit their bids by hand copy or by electronically. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <ul style="list-style-type: none"> (a) Bidders submitting bids by hand copy: The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation. (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Employer at the address no later than the time and date specified in BDS .
16. Late Bids	16.1 Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.



17.Modification And Withdrawal of Bids	17.1 Bids once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS . The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid.
20.Examination of Bids	20.1. Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Bids	<p>21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above. <p>21.2 In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p>
22. Award of Contract	<p>22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 If the bid, 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</p>



	<p>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.</p>
23. Employer's Right to Accept any Bid and to Reject any or all Bids	<p>23.1 The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p>
24. Notification of Award and Signing of Agreement	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
25. Performance Security	<p>25.1. Within seven (7) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.05] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
26. Additional Securities	<p>26.1 The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, front loaded or unbalanced. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest evaluated Bidder.</p>
27. Corrupt or Fraudulent Practices	<p>27.1 The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p>
28. Conduct of Bidders	<p>28.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p>



	<ul style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) Interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price.. g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
<p>29.Blacklisting Bidder</p>	<p>29.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 28.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder’s qualification information, <p>29.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>
<p>30. Provision of PPA and PPR</p>	<p>If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.</p>



SECTION II. Bid Data Sheet

ITB 1	<p>The scope of work is: Construction of Kitchen Shed</p> <p>Sealed Quotation No. : MKHPS-074/075 CS-SQ02</p> <p>The Employer is: Modikhola Hydropower Station, Dimuwa, Parbat</p>
ITB 11	The bid validity period shall be: 45 (Forty Five) Days.
ITB 12.1	<p>The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of NRs 25,000.00, which shall be valid for 30 days beyond the validity period of the bid i.e</p> <p>The bid security period shall be 75 (Seventy Five) Days from last date of bid submission</p>
ITB 12.2 (b)	<p>Cash Deposit Account for Bid Security:</p> <p>Account Name: Modikhola Hydropower Station</p> <p>Bank Name: Nabil Bank</p> <p>Bank Address: Pokhara , Branch</p> <p>Account Number: Current Account no:1201017500027</p>
ITB 14.1	<p>Bidders shall have the option of submitting their bids electronically.</p> <p>Electronic submission procedure shall be as per Special Instruction to Bidder for e-bidding</p>
ITB 15	<p>The deadline for bid submission is:</p> <p>Address: Nepal Electricity Authority, Generation Directorate, Medium Generation, Operation and Maintenance Department, Durbar Marg, Kathmandu , Tel no: 01-4153081</p> <p>Date: 2074/11/25 Time : 12:00 noon</p>
ITB 18	<p>The bid opening shall take place at :</p> <p>Address :Nepal Electricity Authority, Generation Directorate, Medium Generation, Operation and Maintenance Department, Durbar Marg, Kathmandu , Tel no: 01-4153081</p> <p>Date: 2074/11/25 Time : 02:00 PM</p>



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 073-74	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 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. Eligibility Criteria

Eligibility Information

Eligibility Requirements:

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

- a. Firm/Company Registration Certificate: [**attach notarized copy**]
- b. Business Registration Certificate (License): [**attach notarized copy**]
- c. PAN/VAT Registration Certificate: [**attach notarized copy**]
- d. Tax Clearance Certificate/ Extension Letter/Tax return submission evidence for the F/Y **2073/074**. [**attach notarized copy**]
- e. Power of Attorney: [attach copy]
- f. Letter of Bid [attach copy]



SECTION IV. Bidding Forms

Letter of Bid

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

Date:

Name of the contract:

Invitation for Bid No.:

To:

.....
We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:.....
- (d) The discounts offered and the methodology for their application are:.....
- (e) Our bid shall be valid for a period of 45 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) We declare that, we have not been black listed and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (j) If awarded the contract, the person named below shall act as Contractor's Representative:
- (k) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name:

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date



Bid Security

Bank Guarantee

**Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the 'A' class Commercial Bank)**

Beneficiary: name and address of Employer.....
Date:.....
Bid Security No.:.....

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

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

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

- (a) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (c) is involved in fraud and corruption in accordance with the ITB

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
...Bank's seal and authorized signature(s) ...



SECTION V. Work Requirements

Scope of Work:

Job : Construction of Kitchen Shed

Construction Site : With in compound of Modikhola Hydropower Station at Headwork Site, Betani, Parbat.

The main work consists of

- a) Excavation of earthwork
- b) Stone masonry Work
- c) Fabrication and Erection of Steel Truss and Color CGI Sheet roofing Work



SPECIFICATIONS

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,
Modikhola Hydropower Station
Dimuwa, Parbat
- 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

Units Of Measurement and Abbreviations

(1) Units of Measurement

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

mm millimetre



m	meter
km	kilometre
sq. mm. or mm ²	square millimetre
sq. m. or m ²	square meter
sq. km. or km ²	square kilometre
ha	hectare
cu. m. or m ³	cubic meter
lit or l	liter
rad	radian
°C	degrees Celsius
kg	kilogram
t	ton = kg x 10 ³
kg/m ³	kilogram per cubic
t/m ³	ton per cubic meter
N	Newton
N/m ²	Newton per square
Rm	Running meter
Max	Maximum
Min	Minimum

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

(2) Abbreviations

The following abbreviations are used in these Specifications.

BOQ	Bill of Quantities
CR	Crushing Ratio
Dia.	Diameter
hr	Hour
IS	Indian Standard
MC	Moisture Content
min	Minute
NBC	National Building Code of Nepal
NS	Nepal Standard
OPC	Ordinary Portland Cement
PCC	Plain Cement Concrete
RCC	Reinforced Cement Concrete
sec	Second
SI	International Standard Units of Measurements
w/c	Water cement ratio
wt	Weight
%	Percent

1. General Specifications for Civil Work

1. Materials

1.1 Unit weight of material:

For the calculation of all types of loads the unit weight of building materials and stored material shall be taken as per NBC-102 (1994)



1.2 Water:

Water shall be potable free from all types of foreign matters following the NBC 101 (1994)

1.3 Cement:

Ordinary Portland cement conforming to NBC 101(1994) and NS-49/2041, the brand shall be approved before use and storage procedure shall be followed standard method.

1.4 Fine and coarse aggregates:

Aggregate for the concrete shall follow NBC-101 (1994)

1.5 Steel (Fe 500 or Fe 415):

All the steel used for the structural members shall follow NBC-111 (1994).

All stage of construction of a structure or part of a structure to which the standard is applied shall be adequately supervised to ensure that all the requirements of the design are satisfied in the complete structure.

1.6 Structural Tubular black pipe shall be NS or IS trade

1.7 CGI Sheet shall be NS or IS trade

2 **Concrete**

All the concrete work should be proceed after final inspection and acceptance of site incharge.

2.1 Batching: All Proportion shall be batch by volume except cement in the site. To maintain volumetric ratio sand, aggregate and water shall be accurately batched with measured container.

2.2 Mixing: Concrete shall be mixed in a mechanical mixture or manually. The mixing shall be continued until there is a uniform distribution of the materials and mass is uniform in color and consistency.

2.3 Transportation: concrete shall be transport for placing as rapidly as possible by method which will prevent segregation or loss of any of ingredients and maintaining the required workability.

2.4 Placing: the concrete shall be deposited as nearly as practicable in its final position to avoid re handling. Care should be taken to avoid displacement of reinforcement or movement of formwork.

2.5 Compaction: The concrete shall be thoroughly compacted and fully worked around the reinforcement around embedded fixtures and into forces of the formwork.

2.6 Curing: Exposed surface of concrete shall be kept continuously in wet condition as per instruction of site incharge.

3 **Paint**

Paint should be ready mixed type of approved quality and as per the instruction of site incharge.

4 **First Aid Facility, Health and Insurance:**

A first aid facility shall be maintained during the execution of all types of construction and demolition works.

5 **Code of Practices:** Whenever code is not specified relevant code of NS/IS shall prevailed.

2. Detailed Specification of Civil Work

Item	Particulars	Detailed Specification
A. Site Preparation Works		
	General	All material from site clearance shall be the property of the employer and depending on its nature shall, as directed by the engineer, be either <ol style="list-style-type: none">Stockpiled for future reuse.Disposed by controlled burningDisposed by tipping or side casting with all lift within 30m



		<p>Topsoil referred to this clause shall mean the top 100 mm layer of soil with roots and organic matter which is capable of vegetation support.</p> <p>Measurement Clearing and grubbing executed as per this specification shall be measured in square meter.</p> <p>Payment Payment under site clearance shall be paid at their respective contract unit rates which shall be the full and final compensation to the contractor.</p>
	Site clearing	<p>Clearing shall consist of the cutting, removing and disposal of all bushes, shrubs, other vegetation, top organic soil not exceeding 150mm in thickness and all other objectionable material resulting from the clearing and grubbing. It shall include the using of brush or other similar tools in order to make site clear.</p>
B. Soil and Sand Works		
	Excavation	<p>Foundation trench shall be dug to the exact width and depth and levels as indicated in the drawing or to such lesser or greater extent as the site incharge may advice. After the completion of foundation masonry, the remaining portion of the trench not filled by masonry shall be filled up with earth in layer of 15cm, after and well rammed. Such filling shall be free from rubbish, refuse matters and clods, surplus earth if any shall be removed and site shall be levelled and dressed. Any over excavation shall be reinstated at the risk and cost of the contractor as directed by engineer</p> <p>Measurement Measurement of all works will be made in m³.</p> <p>Payment Payment for work under these clauses will be made on the basis of contract unit price indicated in the BOQ. The payment will be full and final compensation for all material, labours and equipment to complete the works as specified.</p>
C. Masonry Works		
	General	<p>Mortar Mortar shall comply with IS 2250-1981; code of practice for preparation and use of masonry mortar. The mortar used in work shall have the strength not less than 5 N/mm² or 7.5 N/mm² at 28 days as specified.</p> <p>Mixing The mixing shall be done in a mechanical mixture unless hand mixing is permitted by site incharge. Only that quantity of mortar shall be mixed at a time which can be used completely before it become unworkable.</p>
	Stone Masonry Work	<p>General Construction shall be carried out in accordance with IS 1597-1992, Code of practice for construction of stone masonry. All stratified stone possessing bedding plane shall be laid with its natural bed as nearly as possible at right angle to the direction of load. All stone shall be dressed to accurate planes on the beds and joints and they shall be fair and neatly or fine tooled on the face unless otherwise describe in contract.</p>



	<p>All stone work shall be made with stone from the best quarry and built in 1:4 cement sand mortar (1 cement: 4 sand) The stones must be approved by the Employer/Engineer before using in the construction work.</p> <p>The stone shall be hard, tough sound and durable. No stone shall be less than 6" and more than 18". Face stone should be comparatively larger and uniform in size and colour to with a good appearance. Breadth of face stone should be greater than height. All the stones shall be wetted thoroughly before laying.</p> <p>The joints should not be thicker than 3/4". Face joint should be thinner. No pointing shall be allowed afterwards. In the corners, the stones should be chiselled at both sides and also on the top of the stone walls where the wall is ending and such surfaces being built up. Not more than 2 feet height of masonry shall be constructed at one time.</p> <p>Measurement Stone masonry shall be measured in cubic meters.</p> <p>Payment The stone masonry shall be paid at the respective contract unit prices which shall be the full and the final compensation to the contractor.</p>
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Stone Soling Work	<p>Stone soling shall be done as stone masonry work but with omission of mortar. All stone shall be carefully shaped to obtain as close as fit as possible at all beds and joints any interstices between the stones being filled with selected stone spalls. The stone in courses shall be laid perpendicular to the batter face.</p>
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D. Concrete Work

<p>Plain Cement Concrete (PCC Work) Providing and laying plain cement concrete excluding cost of formwork all complete as required</p> <p>i) PCC 1:2:4 (1 cement: 2 sand: 4 stone aggregate) ii) PCC 1:1.5:3 (1 cement: 1.5 sand:3 stone aggregate)</p> <p>Materials Cement, sand and stone aggregate shall conform to the specifications as under plain Cement Concrete work for RCC works</p> <p>Mixing Concrete All proportions shall be by volume except cement which shall be proportioned by weight and as specified. Mixing shall be done in a mechanical mixer as per specifications of reinforced cement concrete work. However, in special cases, hand mixing may be allowed by the Employer/ Engineer when the following procedure shall be adopted. The several materials shall be accurately gauged in boxes and thoroughly mixed on a water tight platform of adequate size, being turned over at least thrice till the colour is uniform and then twice wet. Water shall be added gradually and not more than necessary or specified by Employer/ Engineer that much concrete shall be mixed which can be used within half an hour. Each stack shall however be not larger than consuming one bag of cement. All such stacks shall be placed distinct from each other.</p> <p>Laying Concrete shall be laid in horizontal layers of not more than 0.15m thick and gently rammed.</p>



Curing

After laying, the concrete shall be kept wet for seven days constantly by ponding. If cast in hot weather, it shall be covered with gunny bags which shall be kept constantly wet. Other work on concrete shall not start until 3 days after laying of concrete. Concrete curing shall be done strictly for seven days. Any failure of keeping the concrete work in constant wet condition, the work will be done by Employer/ Engineer and cost of above work shall be deducted from Contractor's bill.

Measurement

Measurement shall be in cubic meter of exact length, breadth and depth. This shall be exclusive of any form work required to complete the item. Rate shall include all materials and labour.

Reinforced Cement Concrete (RCC)

Providing and laying PCC for RCC work with stone aggregate 20mm and down gauge well graded excluding the cost of formwork and the cost of the reinforcement

Materials

The materials used in the works shall be of the qualities and kinds specified. Materials delivered to the works shall be equal to the approved samples which shall be deposited with the Employer/ Engineer at least 30 days before it is required for use in work. The quantity of all necessary materials should be checked by the Employer/ Engineer for any casting. Delivery shall be made sufficiently in advance of constructional requirements to enable further samples to be selected and tested if so desired by the Employer/ Engineer. No material shall be used in the works until approved. Materials failing to comply with the approved samples and specification shall be immediately removed from the works at the Contractor's Cost.

Water

Water used in mixing concrete shall be free from injurious amounts of oils, acids, alkalis, organic materials or other deleterious substances. It should be clean as drinking water.

Cement

The cement shall be ordinary Portland cement of approved brand and manufacture and shall comply in all respects with the I.S. 269-1967 for ordinary Portland Cement. It shall be delivered on the site in packages with an unbroken seal fixed by the manufacturer and plainly marked with the name of brand and the manufacture. It shall be stored in a dry place, in regular piles not exceeding six bags high and in such a manner that it will be efficiently protected from moisture and contamination, and that the consignments can be used up in the order in which they are received. Set cement shall be immediately removed from the work and replaced by the Contractor at his own expense. If desired, tests shall be made by taking samples of cement from stores or elsewhere from the works. The selection of samples and procedure for testing shall comply with appropriate I.S. specification

Aggregate

Aggregate shall, where possible, be derived from a source that normally produces aggregate satisfactory for concrete, and if requested by the Employer/ Engineer, the Contractor shall supply evidence to this effect. If instructed to do so, the contractor shall supply samples of the aggregate for the purpose of making preliminary concrete test cubes as herein-after specified.



Aggregate shall consist of naturally occurring sand and gravel or stone crushed or uncrushed, or a combination thereof. They shall be hard, strong, dense, durable, clean and free from veins and adherent coating. As far as possible, flaky and elongated pieces should be avoided.

Aggregate shall not contain any harmful materials, such as iron pyrites, coal, mica, shale or similar laminated materials, clay, alkali, soft fragments, organic impurities etc. in such quantity as to affect the strength or durability of the concrete or in addition to the above for reinforced concrete, any material which attack the reinforcement. Aggregate which are chemically reactive with the alkalis of cement are harmful, as cracking of concrete may take place. These aggregate shall be protected from spilling oils, mobiles, diesels over it on site.

Fine Aggregate (Sand)

The fine aggregate shall be natural sand or sand derived by crushing suitable gravel or stone and shall be free from coagulated lumps. Sand derived from a stone unsuitable for coarse aggregate shall not be used as the fine aggregate.

Fine aggregate shall not contain more than 3% of material removable by decantation test, nor more than 1% dry lumps. The total of coal, clay lumps, shale, soft fragments and other deleterious substance shall not be more than 5%.

The percentage of clay lumps shall be determined by examining the various fractions that remain after the material has been tested for grading. Any particles that can be broken with fingers shall be classified as clay lumps and the total percentage of clay lumps shall be determined on the basis of the total original weight of the sample. The fine aggregate shall be well graded from fine to coarse.

Coarse Aggregate

The coarse aggregate shall be crushed stone aggregate. The pieces of aggregates shall be angular. Friable, flaky and laminated pieces, mica, shale shall only be present in such quantities as not to affect adversely the strength and durability of the concrete as ascertained by tests on concrete cubes. After twenty four hours immersion in water, a previous dried sample shall not have gained in weight more than 5% and not more than 10% if it is to be used in plain concrete or elsewhere as described.

All R.C.C. work shall be carried out in strict accordance with this specification. Any discrepancies in the dimensions on the drawings or any points not clear to the Contractor shall be brought to the notice of the Employer/ Engineer or clarified in advance before proceeding with the work.

The Contractor shall allow for all wastage in all materials. He shall also allow for all tests of concrete materials and if required produce manufacturer's certificate for cement and steel unless issued by the Owner.

- 1) All form work should be get checked for levelling and dimensions as well as all necessary supporting spouts from the Employer/ Engineer.
- 2) Only after getting the formwork checked, reinforcement should be placed properly as according to the drawing and detailing.



- 3) The date and time of any casting of concrete should be informed to the Engineer/Employer's 2 days in advance.

No concrete work shall be cast in the absence of the Employer/ Engineer. The Contractor shall personally check that both the formwork and reinforcement have been correctly placed and fixed and satisfy himself that all work preparatory to casting is completely ready, before requesting the Employer/ Engineer for final inspection and approval.

Measurement and proportioning of concrete materials

The aggregate shall be measured by volume in a gauge box of correct and approved size based on the weight of the material or by other approved accurate means. The gauge box or other container shall be filled with the aggregate without compacting to a predetermined uniform depth, accurate allowance being made for bulking due to moisture content of the fine aggregate, if required on site.

The cement shall be measured by weight, one or more complete bags containing 50kg being used for a single batch of concrete and as the size of the mixer shall permit this to be done. One weighing machine shall be placed in standby condition on casting day and if the Employer/ Engineer feels that any concrete bag contains less than 50kg, he can measure the weight of it and will direct the Contractor to fulfil necessary weight of cement from contractor's side.

Properties of Concrete

The minimum cement content of the mixture shall be as specified in concrete proportion

Concrete proportion

The minimum cement content of mixture shall be as below:

Grade	Minimum cement content in Kg/cu.m.
M 20	300

Finish

The concrete surface shall in general be smooth finish. However, immediately after stripping form work, minor defects and honey combed areas shall be patched and holes filled before the concrete is thoroughly dry, patch areas shall be chipped away to 2.5mm depth, with regular edges perpendicular to the surface. Area to be patched shall be thoroughly wet including the areas at least 150mm. wide entirely surrounding them, just prior to placing the patching mortar. Mortar shall be of the same material and proportions as used for the concrete, without coarse aggregate. A sufficient quantity of white cement shall be substituted for part of the ordinary cement so that the patching mortar, when dry, will match the surrounding concrete. Water in the mix shall be kept to a minimum and mortar shall be re-tempered without adding water and shall be allowed to stand for one hour prior to use during which time it shall be mixed to prevent.

Measurement

Measurement shall be done in cubic meters as specified in BOQ.

Payment

Payment for work will be made on the basis of contract unit price indicated in the BOQ. The payment will be full and final compensation for all material, labor, and equipment.

E. Reinforcement



	<p>Reinforcement Steel Supplying and fixing tor steel reinforcement in RCC work including bending, binding with GI wire, placing in position including the cost of binding wire, as per drawing Reinforcement shall be free from pitting due to corrosion, loose rust, mill scale, paint, oil, grease, adhering earth, or other materials that may impair the bond between the concrete and the reinforcement or that may in the opinion of the Employer/ Engineer cause corrosion of the reinforcement or disintegration of the concrete.</p> <p>Bar Reinforcement Bar reinforcement described as "TOR steel" shall be hot rolled deformed bars or cold twisted steel bars. With respect to manufacture, quality, physical properties and related requirements, reinforcement of the fore-going descriptions shall comply with appropriate parts of IS Standards Nos. 432-1966, 1139-1966 and IS 1786-1966 for mild steel and tor steel respectively.</p> <p>Cover of reinforcement and spacing of bar Unless otherwise described, the clear cover of concrete to the reinforcement shall be as follows:</p> <p>Horizontal, Vertical or Inclined Slabs 15mm or the size of the bars whichever is greater.</p> <p>Lintels 20mm or the size of the bar whichever is greater.</p> <p>Beams 25mm or the size of the main bars whichever is greater. Binders and the like 15mm minimum.</p> <p>Columns Cover for main bars for columns not exceeding 20 mm diameter shall be 25mm and the main bars in columns exceeding 20mm diameter shall be 40 mm or the size of the main bars whichever is greater, 15mm minimum for rectangular binders or links or helical binding.</p> <p>Measurement For the purpose of ascertaining payments due to the Contractor the basis of measurements of bar or wire reinforcement used in the works shall be the calculated weight in kg which shall be computed from the sizes and lengths of the bars or wires described on the working drawings or elsewhere. No allowance in the weight shall be made for cutting to waste, rolling margin, and extra length, lapping of bars or other tolerances. Nothing extra, whatsoever shall be admissible on bars 12 mm and below, rolled by the Contractor directly from the market on actual weight basis. The Contractor is deemed to have taken this factor into consideration and quoted his rate accordingly in the tender. The Contractor's rate for unit weight of bar reinforcement shall be deemed to include all allowances omitted in calculating the weight and for any other tolerances, and for providing tying wire, spacer bars, chairs and cover blocks as specified hereinafter for carriage and handling, for bending hooking, cranking, and for fixing and maintaining in the correct position in the works. Standard laps of the lengths as shown in the drawing or as instructed at site shall be admissible. Standard hooks (9 times the dia. for each hook for tor steel) shall be added to the finished length to arrive at the length of the bar for cutting and measurement. No hooks are required for ribbed or tor steel.</p> <p>Payment Payment for work will be made on the basis of contract unit price indicated in the BOQ. The payment will be full and final compensation for all material, labor, and equipment.</p>
F. Formwork	
	<p>Centring and shuttering Centring and shuttering of plywood and steel formwork in slabs, walls, beams etc. including propping, strutting etc. and removal of forms including applying form oil to shuttering.</p>



Design

Formwork shall be designed and constructed for removal so that the concrete can be properly placed and thoroughly compacted. Formwork shall be firmly supported and adequately strutted, braced, or tied. It shall be capable of adjustment to the lines and dimensions of the finished concrete and it shall be sufficiently strong to resist without distortion, the pressure of concrete during its placing and compaction, and other loads to which it may be subjected. It shall not be liable to suffer distortion under the influence of the weather. When concrete is to be vibrated, special care shall be taken to ensure that the formwork will remain stable and the joints tight. The safety and adequacy of centring and shuttering shall be the sole responsibility of the Contractor. The Contractor shall if required supply to the Employer/ Engineer drawings and calculations for the formwork he proposes to use, for the concrete work.

Material for Formwork

All surface of the formwork shall be of plywood or steel plate which shall give uniform concrete surface after removal. No wooden planks or other means of form work shall be acceptable. For struts and props the Contractor shall use sal wood 75mm x 100mm props or Iron lifting type strut over form base i.e. it shall not get depressed at the time of loading or casting. Any strut, if found defective shall be replaced as directed by Employer/ Engineer.

Removal of Formwork

All formwork shall be removed without shock or vibration that might damage the concrete. Before the soffit and props are removed the surface of the concrete shall be exposed where necessary in order to ensure that the concrete has hardened sufficiently. In no circumstances shall formwork be struck or until the concrete reaches cube strength of at least three times the stress to which the concrete may be subjected at the time of striking. The formwork to vertical surfaces such as walls, columns and sides of beams may be removed after 24 hours in normal weather conditions although care must be taken to avoid damage to the concrete, especially to arises and features. In cold weather a longer period may be necessary before striking. Suitable curing methods should immediately follow the removal of the formwork. The following minimum times shall elapse before removal of formwork:

The times given for the removal of props are based on the assumption that the total live load plus dead weight to be supported at the time of removal is not more than one half the total design load. For horizontal members where the loading is a higher proportion of the total design load these times may need to be increased.

Measurement

Measurement for payment shall be done of the area on which centring shuttering has been done. It shall include the application of the form oil and removal of the formwork as well. Formwork shall be measured in square meter of formwork actually in contact with the finished face of the concrete.

Payment

The formwork shall be paid as per the contract unit rate. The rates for formwork shall include the cost of submission of details, transportation and use of all materials for formworks.

G. STRUCTURAL STEEL FOR TRUSS**Black Pipe Tubular Truss**

General

Tubes shall be designated by their nominal bore. These shall be light, medium or heavy as specified depending upon the wall thickness. Tubes shall be clean finished and reasonably free from crack, surface flaws lamination and other defects. The ends shall be cut clean and square with axis of tube unless otherwise specified.

Fabrication

The component parts of the structure shall be assembled in such a manner that they are neither twisted nor otherwise damaged and be so prepared that the specified chamber if any are maintained. The tubular steel work shall be painted with one coat of approved steel primer after fabrication. All fabrication and welding is to be done in an approved workshop.

Hoisting and Erection

Tubular trusses shall be hoisted and erected in position carefully, without damage to themselves, other structure, equipment and injury to workman. The method of hoisting and erection proposed to be adopted shall be got approved from the site incharge. The contractor shall however be fully responsible for the work being carried out in a safe and proper manner without unduly stressing the various members. Proper equipment such as derricks, lifting tackles winches, ropes etc. shall be used

Materials

Materials used in connection with steel structures such as concrete, bearing pads, etc., shall be governed by the appropriate Sections of these Specifications. Unless otherwise specified or described in the contract, structural steel materials shall comply with the appropriate standards listed below.

- IS 1161-1998 : Steel Tubes for Structural Purposes Specification
IS 2062-1992 : Steel for General Structural Purposes
IS 3757-1985 : Specification for High Strength Structural Bolts.
IS 6623-1985 : Specification for High Strength Structural Nuts.
IS 6649-1985 : Specification for Hardened and Tempered Washers for High Strength

Welded Construction**General**

Welding shall be generally in accordance with IS 1024 and relevant British Standards.

All welds shall be of the specified size and shape, and they shall be placed at the locations designated. Welds which are not in conformity with those required or welds which are defective, shall be chipped out and redone in an approved manner. Weld protrusions which interfere with later work or which present an uneven or un-workmanlike appearance shall be finished smooth by chipping and grinding. Deposited weld metal must be completely fused to all metal with which it is in contact. The weld shall be free of all pits, porous Sections, cold shuts, or slag inclusions. All pits and craters shall be filled and all ends shall be boxed.

Materials

Welding materials unless specified in the contract or agreed by the Engineer shall comply with the appropriate Indian Standard listed below:

- (a) IS 814 -1991 covered electrodes for manual metal arc welding of carbon and carbon manganese steel (fifth revision).
(b) IS 1278-1972 filler rods and wires for gas welding (second revision) Classification and color coding of electrodes shall be in accordance with IS 814-1991.

Measurements

The work as fixed in place shall be measured in running meters correct to a centimetre on their weights calculated on the basis of standard tables correct to the nearest kilogram unless otherwise specified. No deduction shall be made for skew cuts.

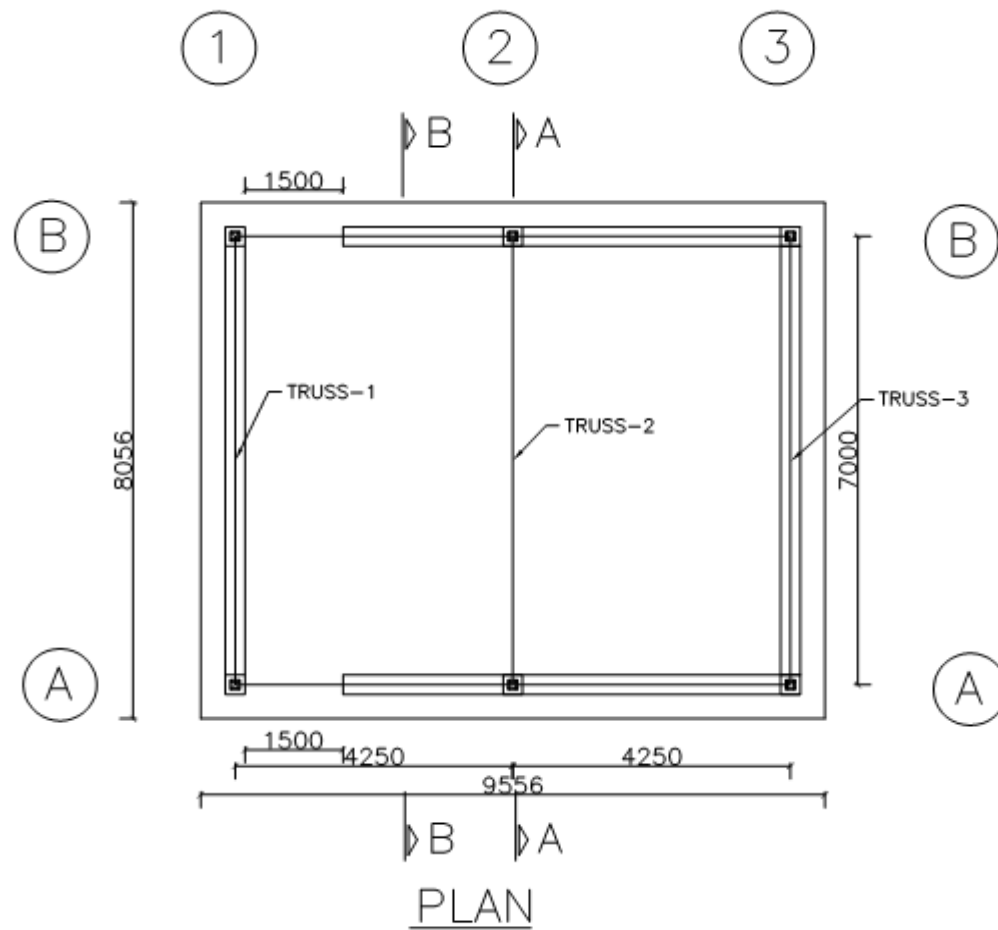


	<p>Rate The rate shall include the cost of fabrication, transportation and erection including the provision of support and incidental work required to complete the work. It shall also include the cost of labour and material involved in all the operations described above including the application of one coat of approved steel primer i.e red oxide zinc chrome primer.</p> <p>Payment Payment for work will be made on the basis of contract unit price indicated in the BOQ. The payment will be full and final compensation for all material, labor, and equipment to complete the works as specified.</p>
H. ROOFING WORK	
	<p>Colour Galvanized Corrugated Iron Sheet (CGI Sheet) Roofing and Ridge Cover The corrugated iron sheet shall be of the gauge 24 B.G. weighing 5.4kg/m². The sheet shall be free from rust and the zinc covering at the time of fixing shall be on perfect condition. Each sheet shall have 10 corrugations 75mm wide and 19mm deep with overall flat width of 800mm, referred to as 24 B.G. 10/3 sheets.</p> <p>Each sheet shall be laid on wooden or steel purling with an end overlap of 150mm minimum or as per drawing and side overlap of two and half corrugations. The sheet shall be joined together with galvanized hook-bolts of L type of 8mm diameter, with bitumen and limpet washers. L hook shall be fixed at 300mm interval along bearer and 600mm along edge. Each bolt shall have “limpet” dome washer in addition to bitumen washer.</p> <p>Ridge and hips shall be covered by special ridges and shall be bolted with 300mm lap on either side so as to prevent the rain driving under it.</p> <p>Holes in sheets shall be made on the ground; the sheets shall be placed on trestles and holes punched in the ridge of corrugations from below upward. Unnecessary holes made on the roof shall be rejected in total.</p> <p>Measurement Measurement of all the works will be made in Sq.m of works as specified in case of CGI Sheet roofing and Running Meter (rm) in case of Ridge cover.</p> <p>Payment Payment for work will be made on the basis of contract unit price indicated in the BOQ. The payment will be full and final compensation for all material, labor, and equipment to complete the works as specified.</p>



Drawings





NEPAL ELECTRICITY AUTHORITY
 MODIKHOLA HYDROPOWER STATION
 Dimuwa, Parbat

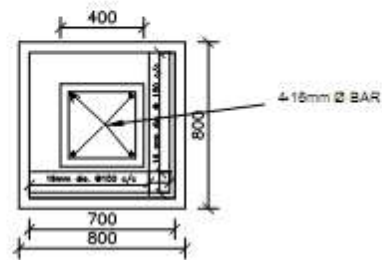
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Construction of Kitchen Shed

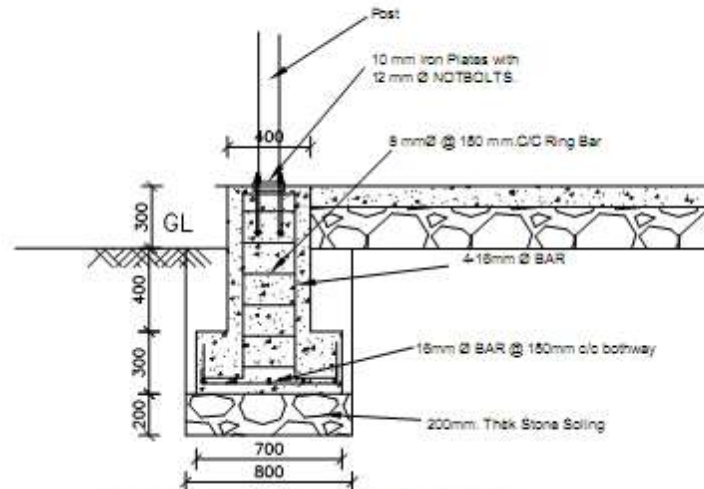
ALL DIMENSION ARE IN mm UNLESS SPECIFIED OTHERWISE

Scale :- As Shown





PLAN



FOUNDATION & POST DETAIL

DETAIL-A



NEPAL ELECTRICITY AUTHORITY
MODIKHOLA HYDROPOWER STATION
Dimuwa, Parbat

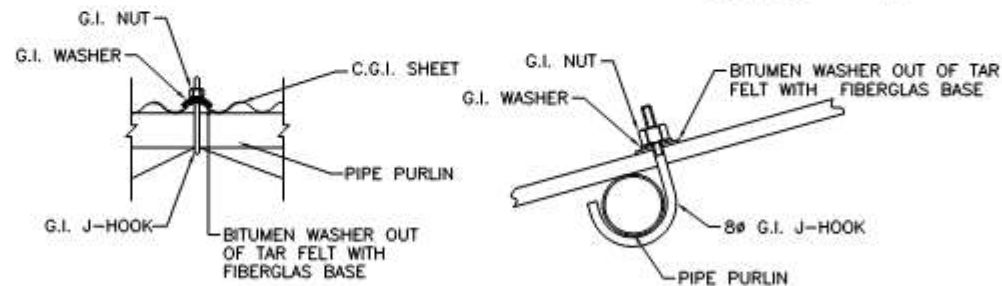
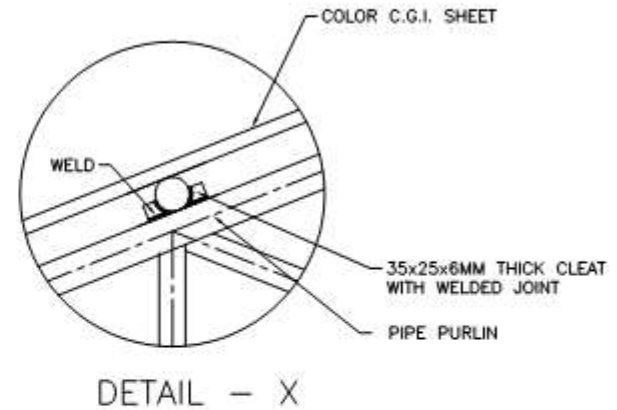
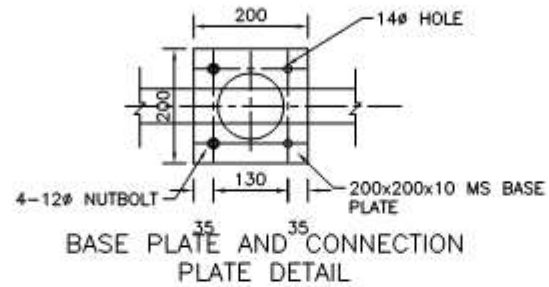
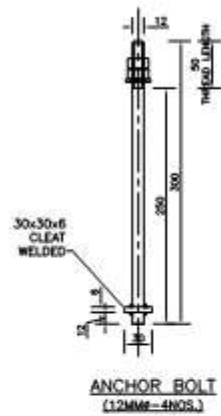
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Construction of Kitchen Shed

ALL DIMENSION ARE IN mm UNLESS
SPECIFIED OTHERWISE

Scale :- As Shown





NEPAL ELECTRICITY AUTHORITY
MODIKHOLA HYDROPOWER STATION
Dimuwa, Parbat

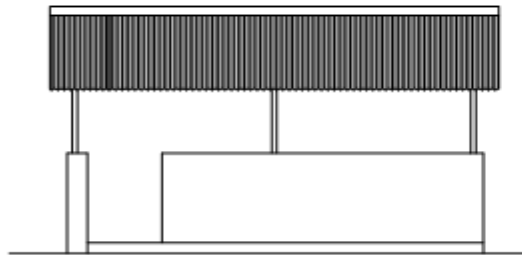
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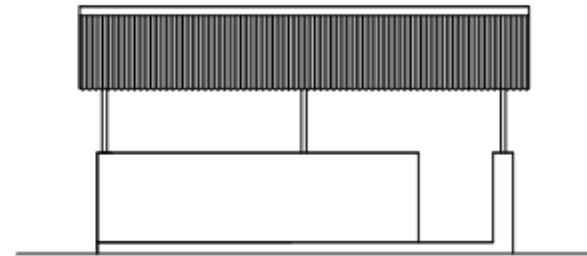
Construction of Kitchen Shed

Scale :- As Shown

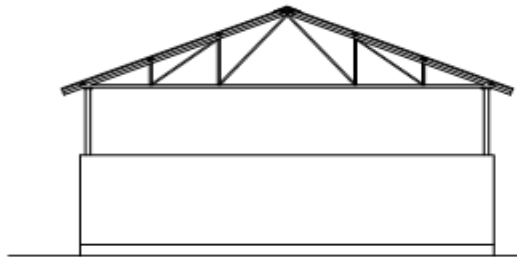




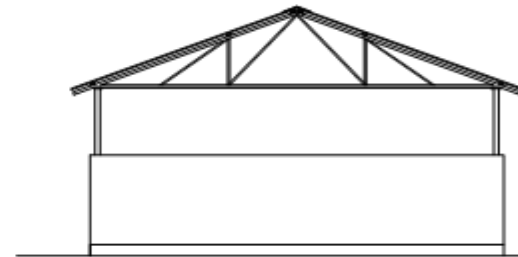
FRONT ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



NEPAL ELECTRICITY AUTHORITY
MODIKHOLA HYDROPOWER STATION
Dimuwa, Parbat

TITLE: ELEVATIONS

Construction of Kitchen Shed

ALL DIMENSION ARE IN mm UNLESS
SPECIFIED OTHERWISE

Scale :- As Shown



SECTION VI. Bill of Quantities

Preamble of Bill of Quantities

General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.
4. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. The Specification Clause references where given in the item description of the Bills of Quantities are for the convenience of bidders and generally refer to the principal relevant- specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders obligation to complete work in accordance with all the requirements of the Specification.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.
9. The method of measurement of completed work for payment shall be in accordance with the Specifications.



**NEPAL ELECTRICITY AUTHORITY
MODIKHOLA HYDROPOWER STATION**

Dimuwa, Parbat

Bill of Quantity

Job: Construction of Kitchen Shed

Contract No: MKHPS-074/75-CS-SQ02

S. No.	Descriptions	Unit	Quantity	Rate in Figure (NRs)	Rate in Words (NRs)	Amount (NRs)	Remarks
1	Site Clearance						
1.1	Surface dressing, clearing and levelling of the construction site along with layout of structure for construction as per drawing, specification and instructions of site in charge.	Sq. m	76.00				
2	Earthwork						
2.1	Earthwork in excavation of foundation in Hard/ gravel boulder mixed soil including dressing of sides, ramming bottom and lift up to 1.5 m, disposing of surplus soil as per specification and instruction of site incharge.	Cu. m	17.36				
3	Stone Works						
3.1	Providing and laying of stone soling with compaction in foundation areas, packing the joint with coarse sand up to the approved levels and line all complete as per drawing, specifications and instruction of site incharge.	Cu. m	11.46				



3.2	Providing and laying of stone masonry with 1:4 cement and sand mortar ratio in perfect line and level including necessary scaffolding, packing mortar in joint as per drawing, specification and instruction of site incharge.	Cu. m	32.57				
4	Concrete works						
4.1	Providing, mixing, placing, compacting and curing Plain cement concrete of (1:2:4) in walls and floor with approve quality of cement, sand and aggregate all completes as per drawing, specification and instruction of site in charge.	Cu. m	8.39				
4.2	Providing, mixing, placing, compacting and curing for Plain Cement Concrete of (1:1.5:3) cement, sand and aggregate mix for RCC works including supply of all materials as per specification and instruction of site incharge.	Cu. m	1.55				
5	Steel Reinforcement Works						
5.1	Providing, cutting, fabricating, erecting/placing, binding in position of reinforcement bar for RCC with binding wire including cover and lapping etc. in structure as per specification and instruction of site incharge.	kg	149.64				
6	Formworks						
6.1	Providing, fabricating, erecting and fixing in position of wooden form to true line level, including measuring, cutting, fixing and making leak proof joints and removal of formwork as per specification and instruction of site incharge.	Sq. m	24.62				
7	Truss and Roofing Works						



7.1	Providing, fabricating, erecting and fitting of specified Black Tubular Steel Pipe with painting and necessary fittings all complete as per drawings, specifications and instructions of site incharge.	Kg	1036.12				
7.2	Supplying, laying and fitting of 24 Gauge colored CGI sheet roofing (comply with NS/IS Standard) with necessary fittings all complete as per drawings, specification and instruction of site in charge.	Sq. m	78.72				
7.3	Supplying, laying and fitting of 24 Gauge colored plain GI sheet (comply with NS/IS Standard) at ridge of roof with necessary fittings all complete as per drawings, specification and instruction of site in charge.	Rm	9.10				
	Sub-Total (NRS)=A						
	Value Added Tax (VAT) 13 % of A=B						
	Total (NRS) = A+B						
Amount in Words:							



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



	<p>1.1.14 “Contract Price” means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.</p> <p>1.1.15 “Retention Money” means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3</p>
Other Definitions	<p>1.1.16 “Contractor's Equipment” means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p> <p>1.1.17 “Country” means Nepal.</p> <p>1.1.18 “Employer's Liabilities” means those matters listed in Sub-Clause 5.1.</p> <p>1.1.19 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the permanent work.</p> <p>1.1.20 “Plant” means the machinery and apparatus intended to form or forming part of the Permanent Works.</p> <p>1.1.21 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.</p> <p>1.1.22 “Variation” means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Engineer under Sub-Clause 9.1.</p> <p>1.1.23 “Works” means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.</p> <p>1.1.24 “Permanent Works” means the permanent works to be executed (Including Plant) in accordance with the Contract.</p> <p>1.1.25 “Temporary Works” means all temporary works of every kind (other than contractor’s Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.</p>
1.2 Interpretation	Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.
1.3 Priority of Documents	The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as listed in the SCC .
1.4 Law	The law of the Contract is stated in the Law of Nepal.
1.5 Communications	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 Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.
2. The Employer	
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, licenses 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	<p>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.</p> <p>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.</p> <p>A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.</p>
4.2 Contractor's Representative	The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.
4.3 Subcontracting	The contractor shall not subcontract the Works.



4.4 Performance Security	As stated in the SCC , the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
5. Employer's Liabilities	
5.1 Employer's Liabilities	<p>In this Contract, Employer's Liabilities mean:</p> <ul style="list-style-type: none"> 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	<p>The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities.</p> <p>The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date.</p>



	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	<p>The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.</p> <p>The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.</p>
8. Remedying Defects	
8.1 Remedying Defects	<p>The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract.</p> <p>Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.</p>
8.2 Uncovering and Testing	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	<p>Variations shall be valued as follows:</p> <ol style="list-style-type: none"> where appropriate, at rates in the Contract, or in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or at appropriate new rates, as may be agreed or which the Employer considers appropriate.



9.4 Right to Claim	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 Claim Procedure	The contractor shall submit the Employer an itemized make-up of the value of Variations and claims within 7 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.
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	10.5.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC in two equal installments by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank 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. 10.5.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. 10.5.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor,



	<p>following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
<p>10.6 Local Taxation & Value Added Tax</p>	<p>a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal.</p> <p>b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.</p>
<p>11. Termination of Contract and Payment</p>	<p>11.1 The Employer may terminate the Contract at any time if the contractor;</p> <p>a. does not commence the work as per the Contract,</p> <p>b. abandons the work without completing,</p> <p>c. fails to achieve progress as per the Contract.</p> <p>11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <p>(a) The Contractor uses the advance payment for matters other than the contractual obligations,</p> <p>(b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</p> <p>(c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;</p> <p>(d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.</p> <p>(e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate;</p> <p>(f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;</p> <p>(g) The Contractor fails to update the Program as per the contract and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;</p> <p>(h) the Contractor does not maintain a Security, which is required;</p> <p>(i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC 6.4 ; and</p> <p>(j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>11.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>



	<p>11.7 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>11.8 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> <p>11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer. In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p>
<p>12. Risk and Responsibility</p>	
<p>12.1 Contractor's Care of the Works</p>	<p>The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.</p>
<p>12.2 Force Majeure</p>	<p>If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the contractor's Equipment.</p> <p>If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.</p> <p>After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:</p> <ol style="list-style-type: none"> a. any sums to which the contractor is entitled under Sub-Clause 9.4, b. the Cost of his suspension and demobilization, c. any sums to which the Employer is entitled. <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p>
<p>13. Resolution of Disputes</p>	



13.1 Amicable Settlement	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.
14. Conduct of Bidders	<p>14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>14.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price.. g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
15. Blacklisting Bidder	<p>15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, e) other acts mentioned in the Bidding Data <p>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.</p>
16. Provision of PPA and PPR	If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.



SECTION VIII. Special Conditions of Contract (SCC)

Clause	Item
1.1.1	Documents forming the Contract listed in the order of priority (delete if not applicable) a. The Agreement b. Special Conditions of Contract c. General Conditions of Contract d. The Technical Specifications e. Drawings f. The Bill of Quantities g.(if any) h.(if any)
1.1.12	The indented completion date for the works shall be 45 (Fourty Five) Days
1.5	The language of the contract is ENGLISH/NEPALI
2.1	The Site Possession Date(s) shall be: one day after contract agreement
3.1	Authorised person is Station Chief, Modikhola Hydropower Station
3.2	Name and address of Employer's representative (if known).....
4.4	The Performance Security amount is: [Insert required percent] i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.05] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
6.2	Time for the submission of programmer [insert Within 15 days of the commencement date]
6.4	Liquidated Damages for Delay is 0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement
8.1	Period for notifying defects is 365 days calculated from the date stated in the notice under Sub-Clause 7.2.
10.5.1	The Advance Payments shall be: [Insert amount] and shall be paid in two equal installments and to the Contractor.[specify how and when the installments will be paid]
10.5.3	Deductions from Payment Certificates will commence in the first certificate in which the Value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of [Insert percentage] 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.



SECTION IX. Contract Forms

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



Letter of Acceptance
[on letterhead paper of the Employer]

Date:

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

Subject: Notification of Award

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

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

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

Authorized Signature:

Name and Title of Signatory:



Contract Agreement

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

The Employer and the Contractor agree as follows:

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

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

Signed by
for and on behalf the Contractor in the
presence of

Signed by.....
for and on behalf of the Employer in the
presence of

Witness, Name Signature, Address, Date

Witness, Name, Signature, Address, Date



Performance Security

(On letterhead paper of the 'A' class commercial Bank)

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

Date:

Performance Guarantee No.:

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

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

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

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

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

Note:

- * 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.



Advance Payment Security
(On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: *Name and address of employer*

Date :

Advance Payment Guarantee No.....

We have been informed thathas entered into Contract No. *Name and Address of Employer*..... *name of the Contractor*.....(hereinafter called "the Contractor")..reference number of the Contract.....dated with you, for the execution of ...contract and brief description of Works (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum..... name of the currency and amount in figures*...(.... *amount in words*) is to be made against an advance payment guarantee.

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

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

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

Note:

*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.

