STANDARD BIDDING DOCUMENT

Procurement of Works
Sealed Quotation
For

TOILET CONSTRUCTION WORK
AT
OFFICE PREMISES

GAUR DISTRIBUTION CENTER, GAUR, RAUTAHAT
SEALED QUOTATION NO.: NEA/GDC-2074/075-02

Nepal Electricity Authority
(Nepal Government Undertaking)
Distribution & Consumer Services Directorate
Hetauda Regional Office, Hetauda
Gaur Distribution Center, Gaur, Rautahat

Last Purchasing Date/Time	:	2074-11-29 /Till office hrs.
Last Submission Date/Time	:	2074-11-30/Till 12:00 PM
Opening Date/Time	:	2074-11-30/ 14:00 PM

Issued To:

M/S …

Address: …

FEB 2018

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SECTION - I
INVITATION FOR BIDS

नेपाल विद्युत् प्राधिकरण
हेटौंडा क्षेत्रीय कार्यालय
गौर वितरण केन्द्र

दरभाउपत्र आह्वानको सूचना

(प्रथमपटक प्रकाशित मिति : २०७४।११।१५)

ने.वि.प्रा., गौर वितरण केन्द्रलाई कार्यालय परिसर भित्र ट्वाइलेटहरू निर्माण कार्य गराउनु पर्ने भएकोले नेपाल सरकारबाट सम्बन्धित कार्यको इजाजत प्राप्त मूल्य अभिवृद्धि करपा दर्ता भएका आयकर तिरेका, नवीकरण/अद्यावधिक भएका फर्म निर्माण कम्पनीहरूबाट सिलबन्दी दरभाउपत्र आह्वान गरिएको छ।

दरभाउपत्र नं.	कामको विवरण	दरभाउपत्र खरिद गर्ने अन्तिम मिति र समय	दरभाउपत्र दाखिला गर्ने र खोलिने अन्तिम मिति र समय	दरभाउपत्र फाराम दस्तर रु.	बैंक खाता नं	इष्टिमेट रकम (भ्याट सहित)	जमानीपत्रको म्याद र रकम
NEA/GDC-2074/075 - 02	ट्वाइलेटहरू निर्माण कार्य।	२०७४।११।२१ गते कार्यालय समय सम्म	२०७४।११।३० गते दाखिला मध्यान्ह १२:०० बजे र खोल्ने २:०० बजे	रू.१०००।००	राष्ट्रिय वाणिज्य बैंक हि.नं. १२१०००३५३१०१	रू.९९९,१०२।८१	७५ दिन/ रू.२५,०००।००

विस्तृत जानकारी तथा दरभाउपत्र डाउनलोड गर्न ने. वि. प्रा.को website: www.eproc.nea.org.np तथा कार्यालय समय भित्र टेलिफोन नं., ०५५-५२१५६६ मा सम्पर्क गर्न सकिन्छ।

SECTION - II
INSTRUCTION TO BIDDERS

Section II. -Instructions to Bidders
Instructions to Bidders

A. General

1. Scope of Works — The Employer invites bids for the Construction of Toilet and Sanitary Works at Office Premises of Gaur Distribution Center, Gaur, Rautahat as per attached specifications, drawings and the bill of quantities herein. The successful Bidder is expected to complete the works as mentioned in the Bidding Data.

2. Eligible Bidder — This Invitation for Bids is open to all registered contractors with qualifications as described in the Bidding Data.

3. One Bid per Bidder — Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.

4. Cost of Bidding — The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be liable for those costs.

5. Site Visit — The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.

6. Content of Quotation Form — The Quotation Form comprise the documents listed below:

Invitation for Sealed Quotations
Instructions to Bidders
Forms of Bid, Letter of Acceptance and Agreement
General Conditions of Contract (GCC)
Special Conditions of Contract (SCC)
Technical Specification
Drawings
Bill of Quantities
Sample Forms of Securities

7. Clarification of Bidding Documents — 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 — All documents relating to the bid shall be in English or in Nepali.

9. Documents Comprising Bid — The bid by the Bidder shall comprise the following:
Bid and Eligibility Information
Bid Security
Priced Bill of Quantities

10. Bid Prices — The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid separately by the Employer.

All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.

11. Bid Validity

The Bid shall remain valid for the period of 45 days after opening of the quotation.

12. Bid Security

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.

12.2 The bid security shall be, at the Bidder's option, in any of the following forms:
(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.
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
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.
12.4 The bid security shall be forfeited if:
(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:
(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

The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.

14. Sealing and Marking of Bids

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:

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.
Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS

15. Deadline for Submission of Bids

Bids shall be delivered to the Employer at the address no later than the time and date specified in the Invitation for Quotation.

16. Late Bids

Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.

17. **Modification and Withdrawal of Bids**

Bids once submitted shall not be withdrawn or modified.

18. Bid Opening

The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Quotation.
The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.

19. Process to be Confidential

Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid.

20. Examination of Bids

Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.

21. Evaluation and Comparison of Bids

21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:

(a) 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.

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.

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.

22. Award of

22.1 The Employer shall decide the award of the contract to the Bidder whose bid is

Contract

within the approved estimate and who has offered the lowest evaluated Bid Price within 15 days of the opening of the quotation, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.

22.2 If the bid, which results in the lowest Evaluated Bid price, is unbalanced or frontloaded in relation to the Employer's estimate of the items of Work to be performed under the contract, the Employer shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the Employer shall increase at the expense of the bidder the performance security set forth in Clause 25 by an additional 8% of the quoted amount to protect the Employer against financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the Employer may reject such bid.

23. Employer's Right to Accept any Bid and to Reject any or all Bids

The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.

24. Notification of Award and Signing of Agreement

24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer.

24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.

24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.

25. Performance Security

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.

i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.

ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:

Performance Security Amount =
[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5%of Bid Price.
The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

26. Additional Securities

The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, front loaded or unbalanced. In such case, the Employer shall instruct the Bidder to provide additional

8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest evaluated Bidder.

27. Corrupt or Fraudulent Practices

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

28.Conduct of Bidders

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

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

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

29.Blacklisting Bidder

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

a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 28.2,
b) if 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,

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.

30. Power of Attorney

a. The Bid shall include a notarized power of attorney authorizing the signatory of the bid to document the Bid on behalf of Bid.

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 if the table below.

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,	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	Mandatory	
9	BOQ with rate, 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	Certifications-12	Not Mandatory	NA
13	Declaration Form	Declaration-13	Mandatory	

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

iii. For e-submission purpose the Bidder shall, at first, register in the e-procurement section NEA's web site http://www.e-nea.org.np .

iv. After preparing all the required bidding documents in PDF, scan the files as specified in (ii).

v. The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of NEA's website http://www.e-nea.org.np within the specified date and time.

vi. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.

vii. The standard time for e-submission is Nepalese Standard Time as set out in the server of MIS Department of NEA.

viii. When a bidder submits his bid in hard copy, the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of NEA's web site.

ix. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.

x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause -22 with a Substitution letter in PDF file.

xi. For Modification or Withdrawal of bid, the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.

xii. When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.

xiii. In case the Bidder choose to download the bidding documents and deposit the cost of bidding documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.

xiv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of NEA's website http://www.e-nea.org.np in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

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

i. The Bidder shall submit his bid electronically in PDF files in the manner as specified above, and additional submission of hard copy of "original plus one copy of bid" is not mandatory.

ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications as specified in ITB clause within 3 days.

iii. In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer within 3 days.

iv. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.

v. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.

vi. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited

a. If the Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.

b. If major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

C) Bid Opening process for e-submitted bid

i. Electronically submitted bid shall be opened first at the Bid opening time.

ii. The e-procurement system allows the Employer to download and open the e-submitted bid files from the bidders only after the time for opening the bids.

iii. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.

iv. After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.

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

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

i. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.

ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

E) Qualification Information

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

F) Bid Security Format

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

SECTION – III
SAMPLE FORMS OF BID, ELIGIBILITY INFORMATION, LETTER OF ACCEPTANCE, AND AGREEMENT

Section III. Forms of Bid Eligibility Information, Letters of Acceptance, and Agreement

Bid

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

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

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

Signature _____ Date: _____

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

Designation: _____

Office Stamp of the Organisation: _____

Eligibility Information

1. Eligibility Requirements:

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

a. Constitution or legal status of Bidder: [attach copy]

b. Up to date Registration Certificate: [attach copy]

c. Pan Registration Certificate: [attach copy]

d. Up to date Tax Returns/ Clearance: [attach copy]

e. Power of Attorney: [attach copy]

f. Place of registration: [insert]

g. A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for the profession or business related offence.

h. Principal Place of business: [insert]

Letter of Acceptance
[Letterhead of the Employer]

Date: _____

To: *[name and address of the contractors}*

This is to notify you that your Quotation (Bid) dated *[date]* for execution of the Toilet Construction work at Office Premises of Gaur Distribution Center, Gaur, Rautahat ***(Sealed Quotation No.: NEA/GDC-2074/075-02)*** for the Contract Price of (Included vat) Rs……. *(In words:……..)* as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to contact our office *Distribution & Consumers Services Directorate, Hetauda Regional Office ,* Gaur Distribution Center, Gaur, Rautahat to sign the formal agreement on *[date]* at *[time].* As per the Instructions to Bidders you are also required to submit Performance Security, as specified in the Section VIII Sample Forms of Securities, , consisting of a Bank Guarantee in an approved format or cash deposit voucher in favour of the Employer in the Employer's Bank account *[enter account details].*

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

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

Authorised Signature: _____

Name: _____

Designation: _____

Agreement

This Agreement, made the ……*day]* day of ……*[month],* ……*[year]* between *Distribution & Consumers Services Directorate*, *Hetauda*, *Nepal Electricity Authority* (hereinafter called "the Employer") and ……*[name and address of contractor]* (hereinafter called "the contractor") of the other part.

Whereas the Employer is desirous that the contractor execute the Toilet Construction work at Office Premises of Gaur Distribution Center, Gaur, Rautahat ***(Sealed Quotation No.: NEA/GDC-2074/075-02)*** (hereinafter called "the Works") and the Employer has accepted the bid for _____ *[insert the amount in Nepalese Rupees in numbers and words]* by the contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesses as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of: _____

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

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION - IV
GENERAL CONDITIONS OF CONTRACT

Section IV. General Conditions of Contract

1. General Provisions

1.1 Definitions

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

The Contract

1.1.1 "**Contract**" means the Agreement signed between the Employer and the contractor and the other documents listed in the Special conditions of contract (SCC).

1.1.2 "**Specification**" means the document as listed in the SCC, including Employer's requirements in respect of design to be carried out by the contractor, if any, and any Variation to such document.

1.1.3 "**Drawings**" means the Employer's drawings of the Works as listed in the Appendix, and any Variation to such drawings.

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

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

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

Persons

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

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

1.1.9 "**Party**" means either Employer or the contractor.

Date, Times and Periods

1.1.10 "**Commencement Date**" means the date 14 days after the date the Agreement comes into effect or any other date agreed between the Parties.

1.1.11 "**Day**" means a calendar day.

1.1.12 "**Time for Completion**" means the time for completing the Works as stated in the Appendix (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.13 "**Cost**" means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges,

but does not include profit.

1.1.14 "**Contract Price**" means the sum stated in the Letter of Acceptance as payable to the contractor for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.

1.1.15 "**Retention Money**" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3.

Other Definitions

1.1.16 "**Contractor's Equipment**" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

1.1.17 "**Country**" means Nepal.

1.1.18 "**Employer's Liabilities**" means those matters listed in Sub-Clause 5.1.

1.1.19 "**Materials**" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.

1.1.20 "**Plant**" means the machinery and apparatus intended to form or forming part of the Permanent Works.

1.1.21 "**Site**" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.22 "**Variation**" means a change to the Specification and/or Drawings (if any) which is instructed by the Employer under Sub-Clause 9.1.

1.1.23 "**Works**" means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.

1.1.24 "**Permanent Works**" means the permanent works to be executed (Including Plant) in accordance with the Contract.

1.1.25 "**Temporary Works**" means all temporary works of every kind (other than contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

1.1.26 "**Adjudication**" means the procedure to be adopted by the contractor and the Employer in solving the dispute if it is not solved amicably pursuant to Sub-Clause 13.1.

1.2 Interpretation

Words importing persons or parties shall include firms and organizzations. 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 are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents

shall be in accordance with the order as listed in the SCC.

1.4 Law The law of the Contract is stated in the SCC.

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

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

2. The Employer

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

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

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

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

3. Employer's Representatives

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

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

4. The Contractor

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

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

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

4.2 Contractor's Representative

The contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the contractor.

4.3 Subcontracting

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

4.4 Performance Security

If stated in the SCC, the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.

5. Employer's Liabilities

5.1 Employer's Liabilities

In this Contract, Employer's Liabilities mean:

a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,

b. rebellion, terrorism, revolution, insurrection, military or usurped power, or Repair war, within the Country,

c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works,

d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,

e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,

f. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions,

g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure,

h. any failure of the Employer,

i. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer,

j. any delay or disruption caused by any Variation,

k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,

l. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and

m. Damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.

6. Time for Completion

6.1 Execution of the Works

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

6.2 Programme

The contractor shall submit to the Employer a programme for the Works within the

time stated in the SCC.

6.3 Extension of Time

The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities.
The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date.
On receipt of an application from the contractor, the Employer shall consider all supporting details provided by the contractor and shall extend the Time for Completion as appropriate.

6.4 Liquidated Damages for Delay

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

7. Taking-Over

7.1 Completion

The contractor may notify the Employer when he considers that the Works are complete.

7.2 Taking-Over Notice

The Employer shall notify the contractor when he considers that the contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.
The Employer shall take over the Works upon the issue of this notice. The contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.

8. Remedying Defects

8.1 Remedying Defects

The Employer may at any time prior to the expiry of the period stated in the SCC, notify the contractor of any defects or outstanding work. The contractor shall remedy at no cost to the Employer any defects due to the contractor's design, materials, plant or workmanship not being in accordance with the Contract.
Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the contractor's cost.

8. Uncovering and Testing

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

9. Variations and Claims

9.1 Right to Vary

The Employer may instruct Variations.

9.2 Valuation of Variations

Variations shall be valued as follows:

a. where appropriate, at rates in the Contract, or
b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis

for valuation or

c. at appropriate new rates, as may be agreed or which the Employer considers appropriate.

9.4 Right to Claim

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

9.5 Variation and 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 (N/A)

a. The Employer may make advance payment to the contractor of the amounts stated in the SCC within 30 days, against provision by the contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the contractor. Interest will not be charged on the advance payment.

b. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the contractor, following the schedule of completed percentages of the Works as indicated in SCC

10.6 Local Taxation & Value Added Tax

a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal.

b. The Contract is not exempted from value added tax. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.

11. Termination of Contract

11.1 Default by Contractor

If the contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.
If the contractor has not taken all practicable steps to remedy the default within 15 days after the contractor's receipt of the Employer's notice, the Employer may, by a second notice given within a further 22 days, terminate the Contract. The contractor shall then demobilize from the Site leaving behind Materials and Plant and any contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

11.2 Default by Employer

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

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

11.3 Insolvency

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

11.4Termination by convenience

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

11.5 Payment upon Termination

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

a. any sums to which the contractor is entitled under Sub-Clause 9.4,

b. any sums to which the Employer is entitled,

c. if the Employer has terminated under Sub-Clause 11.1 or 11.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,

d. if the contractor has terminated under Sub-Clause 11.2 or 11.4, the contractor

Shall be entitled to the Cost of his suspension and demobilisation together with a sum

equivalent to 10% of the value of those parts of the Works not executed at the date of termination. The net balance due shall be paid or repaid within 30 days of the notice of termination.

12. Risk and Responsibility

12.1 Contractors Care of the Works

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

12.2 Force Majeure

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

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

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

a. any sums to which the contractor is entitled under Sub-Clause 9.4,

b. the Cost of his suspension and demobilisation,

c. any sums to which the Employer is entitled.

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

13. Resolution of Disputes

13.1 Adjudication

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

13.2 Amicable Settlement

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

14.Conduct of Bidders

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

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

a) give or propose improper inducement directly or indirectly,

b) distortion or misrepresentation of facts

c) engaging or being involved in corrupt or fraudulent practice

d) Interference in participation of other prospective bidders.

e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price.

g) contacting the Employer wit an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

15. Blacklisting Bidder

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

a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2,

b) if the bidder fails to sign an agreement pursuant to Instruction to Bidders Sub - Clause 24.2,

c) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,

d) If convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.

e) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,

f) Other acts mentioned in the Bidding Data 15.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

Section V. Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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

Item	Clause	Data
Documents forming the Contract listed in the order of priority **Document** (delete if not applicable) a. The Agreement b. Special Conditions of Contract c. General Conditions of Contract d. The Technical Specifications e. The Drawings f. The Bill of Quantities g. ……..(if any) h. ……(if any)	1.1.1	Document Identification
Time for Completion	1.1.12	**60 (Sixty) Calender Days from the signing date.**
Law of Contract	1.4	Applicable Law of Nepal
Language	1.5	English or Nepali.
Provision of Site	2.1	On the commencement date
Authorised person	3.1	
Name and address of Employer's representative (if known)	3.2	
Performance security (if any): Amount Form	 4.4 4.4	 The Performance Security shall be for the following minimum amount equivalent as a percentage of the Contract Price: a Bank guarantee: If the bid price is within 85% of the official estimate value: five percent of the Bid Price including VAT. b) If the bid price is less than 85% of the official estimate value: (85% of Estimate – Bid Price including VAT) x 0.5 + five percent of Bid Price including VAT It shall be in the currency of Bid. In case of joint venture (J/V), the Performance Security shall be in the name of J/V The standard form(s) of Performance Security acceptable to the Employer shall be "an Unconditional Bank Guarantee" acceptable to the Employer of the type presented in Section 9 of the Bidding Documents.

Item	**Clause**	**Data**
Time for the submission of programme	6.2	Within 15 days* of the commencement date
Liquidated Damages for Delay	6.4	0.05% of initial contract price equivalent amount per day up to a maximum of 10% of sum stated in the Agreement
Period for notifying defects	8.1	365 days calculated from the date of stated in the notice under Sub-Clause 8.1
Percentage of retention	10.3	5% of Contract Price

SECTION – VI
TECHNICAL SPECIFICATIONS

Section VI. Specification

Civil Specifications

1. GENERAL NOTES FOR CONTRACTOR AND DEFINITIONS

1.1 The work shall be carried out according to the specifications whether specifically mentioned in it or not. No extra in any form shall be paid unless it is definitely stated as an item in the Bill of Quantities. Whenever the specifications are not given or ambiguous, decision of the Engineer shall be considered as final and binding.

1.2 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.

1.3 The sources 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.

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

1.4 "Employer" shall mean

Gaur Distribution Center,

Gaur, Rautahat

Nepal Electricit Authority

1.5 "Site Engineer" shall mean the employees deputed by the Employer.

1.5.1 The requirements of specifications under (2) General (3) Materials shall be fulfilled by the Contractor without extra charge including transportation or any other taxes involved that is the item rates quoted shall be deemed to have taken these into account.

2. GENERAL OFFICIAL ACCESSORIES

2.1.1 Drawing, Instructions & Measurements

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

2.2 Preparing & Cleaning Site

The site described and shown on the drawing plans shall be cleared of all obstructions, loose stones and materials, rubbish of all kinds as well as brush-wood. All holes or hollows whether originally existing or produced shall be well rammed and levelled off as directed. Also the Contractor shall dress the site 3m, all round the building after completion, maximum cutting or filling being 300mm.

2.3 Measuring Materials

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

2.4 Temporary Protection

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

2.5 Quality of Work

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

2.6 Leave Clean

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

2.7 Samples

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

2.8 Provisional Items

All provisional items in the schedule shall be carried out at the discretion of the Site Engineer, and may or may not form part of the contract. In case, the provisional items are carried out by the Contractor, the rates shall be settled as for extra items as stated in the conditions of contract.

2.9 Storage

Safe, dry and proper storage shall be provided for all materials, particularly for cement. The capacity of the cement storage shall be equal to one-fourth of the total quantity to be used but at the site of work.

3. MATERIALS

3.1 General

The materials supplied and used in the works shall comply with the requirements of these Specifications. They shall be new, except as may be provided elsewhere in the Contract or permitted by the Engineer in writing. The materials shall be manufactured, handled and used in a workman like manner to ensure completed work in accordance with the Contract.

3.2 Sources

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

3.3 Inspection and Acceptance of Materials

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

A preliminary inspection of materials may be made at the source for the convenience of the Contractor, but the presence of Site Engineer at the source shall not relieve the contractor of the responsibility of furnishing materials,

which comply with these specifications. The Site Engineers shall have free entry at all times to those parts of any plant, which concern the manufacture or production of the materials ordered.

3.4 Samples and Tests

The Contractor shall submit sample of all materials, for the approval of the Engineer prior to commencement of work. The Contractor shall not make use of or incorporate into the work the materials represented by the samples, until the tests have been made and the materials are found to comply with the requirements of the specifications, except for those materials, which have a satisfactory record of compliance with the Specifications may, at the discretion of the Engineer.

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

3.5 Defective Materials

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

4.0 Earthwork in excavation in foundation:

A. **Excavation:**

Foundation trenches shall be dig pit to the exact width of foundation concrete and the sides shall be vertical. If the soil is not good and does not permit vertical sides, the sides shall be sloped back or protected with timber shoring. Excavated earth shall not be placed within 1 m (3') of the edge of the trench.

B. **Finish of trench:**

The bottom foundation trenches shall be perfectly levelled both longitudinally and transversely and the sides of the trench shall be dressed perfectly vertical from bottom up to at least thickness of loose concrete so that concrete may be laid to the exact width as per design. The bed of the trench shall be lightly watered and well rammed for Brickbats or Stone Soling, works. Excess digging if done through mistake shall be filled with concrete. Soft or defective spots shall be dug out and removed and filled with concrete or with stabilized soil. If rock or boulders are found during excavation, these should be removed and the bed of the trenches shall be levelled and made hard by consolidating the earth. The Engineer shall not lay foundation concrete before the inspection and approval of the trench.

C. **Finds:**

Any treasure of valuables or materials found during the excavation shall be property of the Government.
Water, if Any accumulates in the trench shall be baled or pumped out without any extra payment and
Necessary precautions shall be taken to prevent surface water to enter into the trench.

D. **Trench filling:**

After the concrete has been laid and masonry has been constructed, the remaining portion of the trenches shall be filled up with earth in layers of 15 cm (6") and watered and well rammed. The earth filling shall be free from rubbish and refuse matters and all clods shall be broken before filling, surplus earth not required shall be removed and disposed, and site shall be levelled and dressed.

E.

Measurement:

The measurement of the excavation shall be taken in cum as for rectangular trench, bottom width of concrete multiplied by the length of trenches even though the contractor might have excavated with sloping sides for his convenience. Rate shall be for complete work 30 m (100 ft) lead and 1.50 m (5ft) lift, including all tools and plants required for the completion of the works. For every extra lead of 30 m any every extra lift of 1.5 m separate extra tare is provided.

5.0 CONCRETE WORK :

5.1 Concrete Work (1:2:4)

Aggregate shall be of inert materials and shall be clean, dense, hard, sound, durable non- absorbent and capable of developing good bond with mortar.

Coarse aggregate shall be of hard broken stone of granite or similar stone, free from dust, dirt and other foreign matters. The stone ballast shall be of 20 mm (3/4") size and down and all shall be retained in a 6 mm square mesh (1/4" square) and well graded such that the voids do not exceed 42 percent. (The gauge of the stone ballast shall be as specified depending of the thickness of concrete and nature of work. For building works coarse aggregate may be used as per norms of H.M.G. norms 7, (4).

Fine aggregate shall be of coarse sand consisting of hard sharp and angular grains and shall pass through screen or 5 mm (3/16") square mesh. Sand shall be of standard specifications clean and free from dust, dirt and organic matters. Cement shall be fresh Portland cement of standard I.S.I. specifications, and shall have the required compressive stresses and fineness. Compressive strength after 3 days 115 kg/ and after 7 days 175 kg / cm2. Fineness by specific surface method shall not be less than 225 m^2 / kg. Water shall be clean and free from alkaline and acid matters and suitable for drinking purposes.

5.2 Proportion:

The proportion of concrete shall be 1:2:4 as cement: sand: stone ballast by volume unless otherwise specified. Minimum compressive strength of concrete of 1:2:4 proportions shall be 140 kg per sq. cm as 7 days.

Stone aggregate and shall be measured by volume with boxes. Cement need not be measured by box, one bag of cement (50 kg) shall be considered as 1/30 cum (1.2 cu ft). Size of measuring box may be 30cmx30cmx36.5cm (12"x12"x14.5") equivalent to content of one bag of cement. All materials shall be dry, if damp sand is used compensation shall be made by adding additional sand so be extent required for the bulking of damp sand. Mixing shall be of machine mixing or hand mixing.

5.3 Hand Mixing:

Mixing shall be done in masonry platform or sheet iron tray. For concrete of 1:2:4 proportion first two boxes of sand and one bag of cement shall be mixed dry thoroughly and then this dry mix of cement and sand shall be placed over a stack of four boxes of stone aggregate and the whole mixed dry turning at least three times to have uniform mix. Water shall then be added slowly and gradually with a water-can while being mixed to the required quantity, 25 to 30 liters (5 to 6 gallons) per bag of cement to give a plastic mix of the required workability and water cement ratio. The whole shall then be mixed thoroughly turning at least three times to give a uniform concrete.

5.4 Machine mixing:

Stone ballast, sand and cement shall be put into the cement concrete mixer to have the required proportion. For concrete of 1:2:4 Proportion, first four boxes stone ballast, then two boxes sand and then one bag of cement shall be put into the C.C, Mixer, the materials shall then be revolved to mix materials dry and then water shall be added gradually to the required quantity, 25 to 30 liter per bag of cement to have the required water cement ratio. The mixing shall be thorough to have a plastic mix of uniform colour. It requires 1 ½ to 2 minute's rotation for thorough mixing. Mixed concrete shall be unloaded on a masonry platform or on a sheet iron output of concrete mixer is 15 to 20 mix per hour.

5.5 Slump:

Regular slump test shall be carried out to control the addition of water and to maintain the required consistency. A slump of 7.5 to 10 cm (3" to 4") may be allowed for building work.

5.6 Form work:

From work, centring and shuttering shall be provided as required as standard specification, before laying-concrete- to confine, to support or to keep the concrete on position. The inner surface of shuttering shall be oiled to prevent concrete sticking to it, the base and form work over which concrete to be laid shall be wetted by sprinkling water before concrete is laid. Forms neither shall nor be removed before 14 days in general, side forms may however be removed after 3 days of shuttering. Formwork shall be removed slowly and carefully without disturbing and damaging concrete.

5.7 Laying:

Concrete shall be laid gently (not thrown) in layers not exceeding 15 cm (5") and compacted by pinning with roads and tamping with wooden pampers or with mechanical vibrating machine until a dense concrete is obtained, (For Important work mechanical vibrator shall be used for thick or mass concrete immersion type vibrators and for thin concrete surface vibrators shall be used for compacting concrete). Over-Vibration which shall separate coarse aggregate from concrete shall be avoided. After removal of the formwork on due time the concrete surface shall be free from honeycombing, air holes or any other defects. Concrete shall be laid continuously, if laying is suspended for rest or for the following day, the end shall be sloped at an angle of 30 and made rough for future jointing on the wall. When the work is resumed the previous sloped portion shall be roughened, cleaned and water and a grout of neat cement shall be laid before the lower has set.

5.8 Curing:

After about two hours of laying, when concrete has begun to harden, it shall be kept damp by covering with wet gunny bags or wet sand for 24 hours, and then cured by flooding with water by making mud walls 7.5 cm (3") high or by covering with wet sand or earth and kept damp continuously for 15 days. If specified curing may be done by covering concrete with special type of paper so as to prevent water escaping or evaporating.

5.9 Scaffolding

For plastering work on walls, unless otherwise specified, double scaffolding having two sets of vertical supports shall be provided. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it.

5.9.1 Workmanship

All joints in the masonry shall be raked out properly to a minimum depth of 1/2". Dust and mortar shall be brushed out. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering. The thickness of the plaster shall be as specified. The plaster may be applied in 1, 2 or 3 coats as specified or as directed by the Engineer/Site Engineer, but no single coat shall exceed 1/2" thickness.

Ceiling plaster shall be completed before the commencement of wall plaster. All wall plaster shall be started from the top and work down towards floor.

Gauges of plaster 6" x 6" shall be first applied horizontally and vertically, at not more than 6 ft. intervals over the entire surface to serve as guides for plastering and to ensure even thickness and a true surface. The surfaces of these gauged areas shall be truly in the plane of the finished plaster surface. The surface shall be finally given the type of finish as specified in the description of the item or as directed by the Engineer/Site Engineer. All corners, arises, angles and junctions shall be truly vertical or horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arises, junctions etc., where required shall be done without any extra payment.

In suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally and vertically. The work shall be closed on the body of wall and not nearer than 6" to any corners on arises. When recommencing, the edge of the old work shall be scraped clean and wetted before plaster is applied to the adjacent areas.

Curing shall be started 24 hours after finishing the plaster. The plaster shall be kept wet for a minimum period of 7 days. The dates of plaster shall be legibly marked on the various sections of the wall so that curing for the specified period thereafter can be watched. Any cracks, which appear in the surface and all portions, which sound hollow when tapped or are found to be soft or otherwise defective, shall be cut out in rectangular shape and redone as directed by the Engineer/Site Engineer.

5.9.2 Measurement

It shall be done in square meter of the surface over which the plaster has been done. The thickness of the plaster shall not be taken into account except for independent columns where the measurement shall be of finished surface allowing 12mm. over the designed dimensions. Opening shall be deducted in full, and jambs and soffits shall be allowed. Openings less than 1 sq.m. (10sq.ft.) shall not be deducted and nothing extra shall be paid for finishing jambs, soffits and the sides of such openings. Unless otherwise specified, nothing extra shall be allowed for plaster on independent columns and beams, short with or on curved surface.

6.0 RE-BAR :-

Steel reinforcing bars shall be of mild steel or standard specifications and shall be free from corrosion, loose rust, scales, paint etc. The steel bar shall be round and capable of being bent (doubled over) without fracture. Bars shall be hooked and bent accurately and placed if position as per design and drawing and bound together tight with 20 S.W.G. annealed steel wire at their points of intersection. Bars shall be bent cold by applying gradual and even motion, bars of

40 mm diameter and above may be bent by heating to dull red and allowing to cool slowly without immersing in water or quenching. Joints in the bar shall be avoided as far as possible, when joints have to be made an overlap of 45 times diameter of the bar shall be given with proper hooks at end and joints shall be staggered. While concerting steel bars shall be given side and bottom covers of concrete by placing pre-cast cover blocks underneath of 1:2 cement mortar of

2.5 cm x 2.5 cm in section and thickness of specified cover. 4 cm x 2.5 cm for beam and 1 cm 2 cm(½" to ¾") for slab. During laying and compacting of concrete, the reinforcing bars shall not be disturbed.

7.0 PLASTERING WORKS

Cement-sand plastering on the floor, wall, ceiling, etc. of good finish including the racking of the joints, wetting the surface and curing the work all complete.

7.1 Material

Cement: Ordinary Portland cement as per specification

Sand: River or pit sand as per specification

7.2 Mortar

The type and thickness of mortar mix to be used shall be as specified in the description of the item.

7.3 Scaffolding

For plastering work on walls, unless otherwise specified, double scaffolding having two sets of vertical supports shall be provided. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it.

7.4 Workmanship

All joints in the masonry shall be raked out properly to a minimum depth of 1/2". Dust and mortar shall be brushed out. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering. The thickness of the plaster shall be as specified. The plaster may be applied in 1, 2 or 3 coats as specified or as directed by the Engineer/Site Engineer, but no single coat shall exceed 1/2" thickness.

Ceiling plaster shall be completed before the commencement of wall plaster. All wall plaster shall be started from the top and work down towards floor.

Gauges of plaster 6" x 6" shall be first applied horizontally and vertically, at not more than 6 ft. intervals over the entire surface to serve as guides for plastering and to ensure even thickness and a true surface. The surfaces of these gauged areas shall be truly in the plane of the finished plaster surface. The surface shall be finally given the type of finish as specified in the description of the item or as directed by the Engineer/Site Engineer. All corners, arises, angles and junctions shall be truly vertical or horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arises, junctions etc., where required shall be done without any extra payment.

In suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally and vertically. The work shall be closed on the body of wall and not nearer than 6" to any corners on arises. When recommencing, the edge of the old work shall be scraped clean and wetted before plaster is applied to the adjacent areas.

Curing shall be started 24 hours after finishing the plaster. The plaster shall be kept wet for a minimum period of 7 days. The dates of plaster shall be legibly marked on the various sections of the wall so that curing for the specified period thereafter can be watched. Any cracks, which appear in the surface and all portions, which sound hollow when tapped or are found to be soft or otherwise defective, shall be cut out in rectangular shape and redone as directed by the Engineer/Site Engineer.

7.5 Measurement

It shall be done in square meter of the surface over which the plaster has been done. The thickness of the plaster shall not be taken into account except for independent columns where the measurement shall be of finished surface allowing 12mm. over the designed dimensions. Opening shall be deducted in full, and jambs and soffits shall be allowed. Openings less than 1 sq.m. (10sq.ft.) shall not be deducted and nothing extra shall be paid for finishing jambs, soffits and the sides of such openings. Unless otherwise specified, nothing extra shall be allowed for plaster on independent columns and beams, short with or on curved surface.

8.0 CEMENT PUNNING

Cement sand punning on floor, skirting etc. including wetting the surface, mixing, laying and rubbing with steel trowel to a hard smooth and shining surface and curing for quality finish all complete

8.1 Material

Cement: Ordinary Portland cement as per specification

Sand: River or pit sand as per specification

8.2 Proportion & Mixing

As specified in the schedule.

8.3 Workmanship

The base surface shall be properly watered and cleaned of dust and dirt. A screed of c/s in the specified ratio shall be laid over it. Before applying cement sand punning, the first coat should be swept clean of any dust or loose particles. The average thickness of punning shall not be less than 3mm. The pattern of the surface should be as per instruction of the Site Engineer. The coat shall be finished by rubbing with a steel trowel and any depression shall be filled in and rubbed to a shining surface. All corners and edges shall be rounded. The Contractor shall prepare a sample square meter of the punning as per instruction of the Site Engineer until the quality, texture and finish required is obtained and approved by the Site Engineer, after which all punning executed shall confirm with the respective approved sample. All punning shall be finished smooth, even and truly level and as per instructions of the Site Engineer. The punning shall be kept wet for 7 days.

8.4 Measurement

The measurement shall be taken in square meter for the finished surface. The rate shall include all the materials and labour complete.

9.0 Brickwork Class I:

9.1 Bricks:

All bricks shall be of first class of standard specifications, made of good brick earth thoroughly burnt, and shall be of deep cherry fed or copper colour. Bricks shall be regular in shape and their edges shall be sharp and square and shall emit clear ringing sound on being struck. And shall be free from cracks. Chips. Flaws and lumps of any kind. Bricks shall not absorb water more than one sixth of their weight after one hour of soaking by immersion in water. First class bricks shall have a crushing strength of 140 kg per sq.cm.

9.2 Mortar :

Mortar shall be as specified and materials of mortar shall be of standard specifications.

For cement mortar, cement shall be fresh port land cement of standard specifications. Sand shall be sharp clean and free from organic and foreign matters. For rich mortar coarse of medium sand shall be used. Proportion of cement and sand shall be 1:4 in ratio. Cement and first mixed dry to have a uniform colour in a clean masonry platform. Clean water shall be slowly and gradually added to have workable consistency and mixed thoroughly by turning at least their times. Such freshly mixed mortar shall be used for the construction purpose, which shall be used for a maximum period for one hours work only. Old and stale mortar beyond this time shall be used at all.

9.3 Soaking of Bricks.

Bricks shall be fully soaked by submerging them in a tank of water till formation of air bubble stops.

9.4. Laying of Bricks:

Brick shall be well bonded and laid in either in English bond of Flemish bond unless otherwise specified. Every course shall be truly horizontal and wall shall be truly plumbed vertical. Vertical joints of consecutive course shall not come directly over one another. No damaged or broken bricks shall be used. Closer shall be of clean cut bricks shall be placed near the ends of walls but not at the outer edge. Selected best-shaped bricks shall be used for face work. Joints shall not exceed 6 mm in thickness, which shall be fully filled with mortar. Bricks shall be laid with frogs upward except in the top course where frogs shall be placed downward. Bricks shall be laid out for maximum 1 (one) meter height at a time. When one part of the wall has to be delayed, stepping of bricks shall be left at an angle of 45 degree. Corbelling or projections, where made shall be more than ¼ brick projection in one course.

All joints shall be raked and faces of wall cleaned at the end of each day's work.

9.5 Curing :

The brickwork shall be kept wet for a period of at least 10 days after laying. At the end of day's work the tops of walls be flooded with water by making small weak mortar edging to contain at least 2.5 cm. (1 inch) deep water.

The brickwork shall be protected from the effects of sun, rain, frost and adverse effects of nature the construction and until such time it is fully cured.

9.6 Scaffolding:

Necessary and suitable scaffolding shall be provided to facilitate the construction of beams & pillars. Scaffolding shall be sound and strong and supports and members sufficiently strong so as to withstand all load likely to come upon them.

9.7 Measurement :

Brickwork shall be measured in cum. Different kinds of bricks with different mortar shall be taken under separate items. The rate shall be for the complete work including scaffolding and all tool and plants.

10.0 Galvanized Corrugated Iron Sheet (CGI Sheet) Roofing and Ridge and Verge Cover

The corrugated iron sheet shall be of the gauge 26 B.G. (.41 mm thick) weighing 65kg/bdl. 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.
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.
Wind ties of 40mm x 6mm flat iron shall be fixed at the eaves ends of the sheets fixing the same with purling by L hook bolts at 1200mm centre to centre distance.
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.
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.

(1) Measurement

Measurement of all the works will be made in m^2 of works as specified.

(2) 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, labour, and equipment to complete the works as specified.

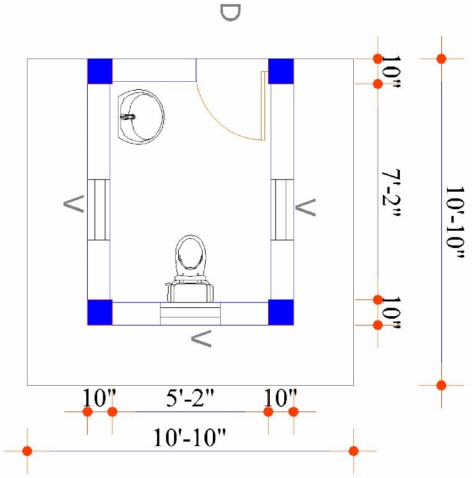
11.00 MS Steel Tubular:-

- This section includes the procedure for the construction and installation of steel tube pipe in accordance with the map. Purlin/Rafter shall be the 60.3MMØ MS black pipe and Strut 48.3MMØ requires (H-Class) steel tube pipe. The posterior end of the post where the main tie rests should include a thick base plate of dimension 100 x 100 x 6 mm thick. After the completion of the entire structure, it should be painted with Red Oxide paint. The installation of the Purling, Rafter and Post should be flat and well-levelled, and the entire truss should come under a single row. The fence post and strut pipe should be carried out by skilled manpower along with some fine welders. The management should be conducted in a way that the respective contractor should take care of the electricity-charge consumed during the entire welding process. Other subject matters should be accordece with IS: 800-1962.
- **Measurement**
- The entire calibration of this process is carried on the basis of the total length of the pipe transfigured in terms of weight. All the components, pipe laying, cutting, connecting, transportation, installation at the site and all the associated tasks, including labour-cost and miscellaneous cost

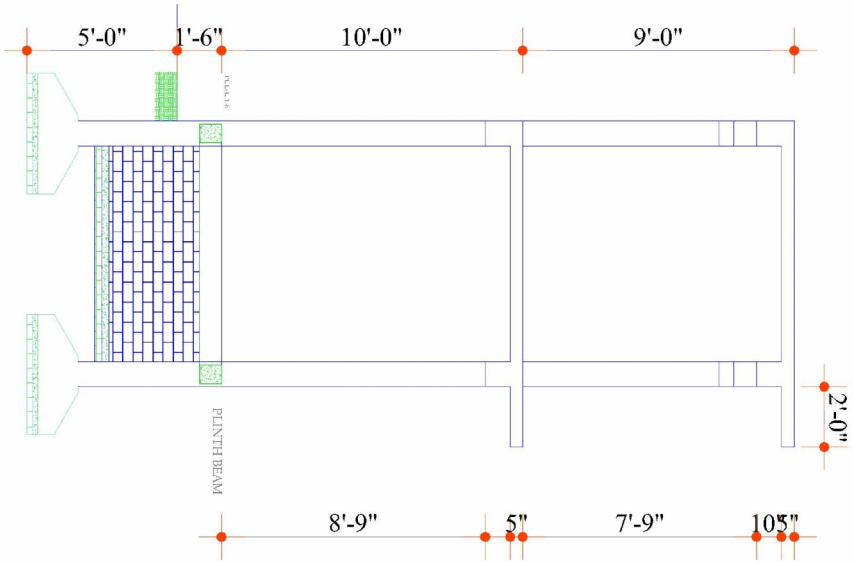
SECTION – VII
DRAWINGS

OPENING SCHEDULE

SN	DESCRIPTION	LENGTH	HEIGHT	NOS
1	DOOR- D	3'-0"	6'-6"	1
2	VENTILATION- V	2'-6"	1'-6"	3

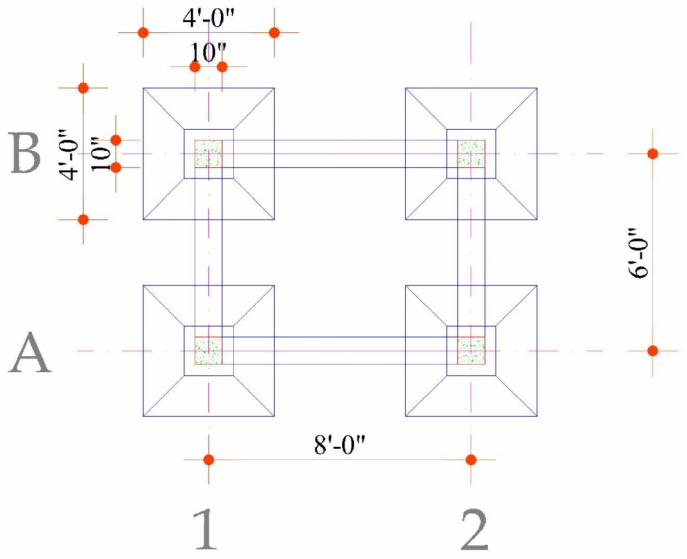


FIRST FLOOR PLAN

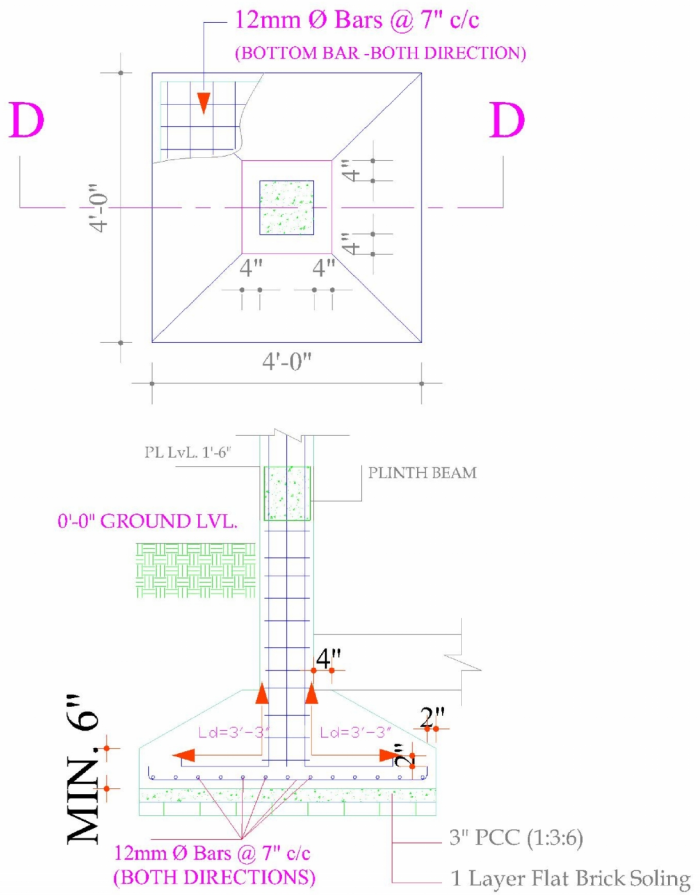


LONGITUDINAL FLOOR SECTION

JOB	TOILET CONSTRUCTION WORK
LOCATION	GAUR DISTRIBUTION CENTER, GAUR, NEPAL ELECTRICITY AUTHORITY
DWG TITLE	ATTACHED TOILET PLAN /SECTION
DRAWN BY	Er. T.P. CHAULAGAIN
CHECKED BY	
APPROVED BY	
DATE	
SCALE	NTS
DWG. NO.	01 OF 03



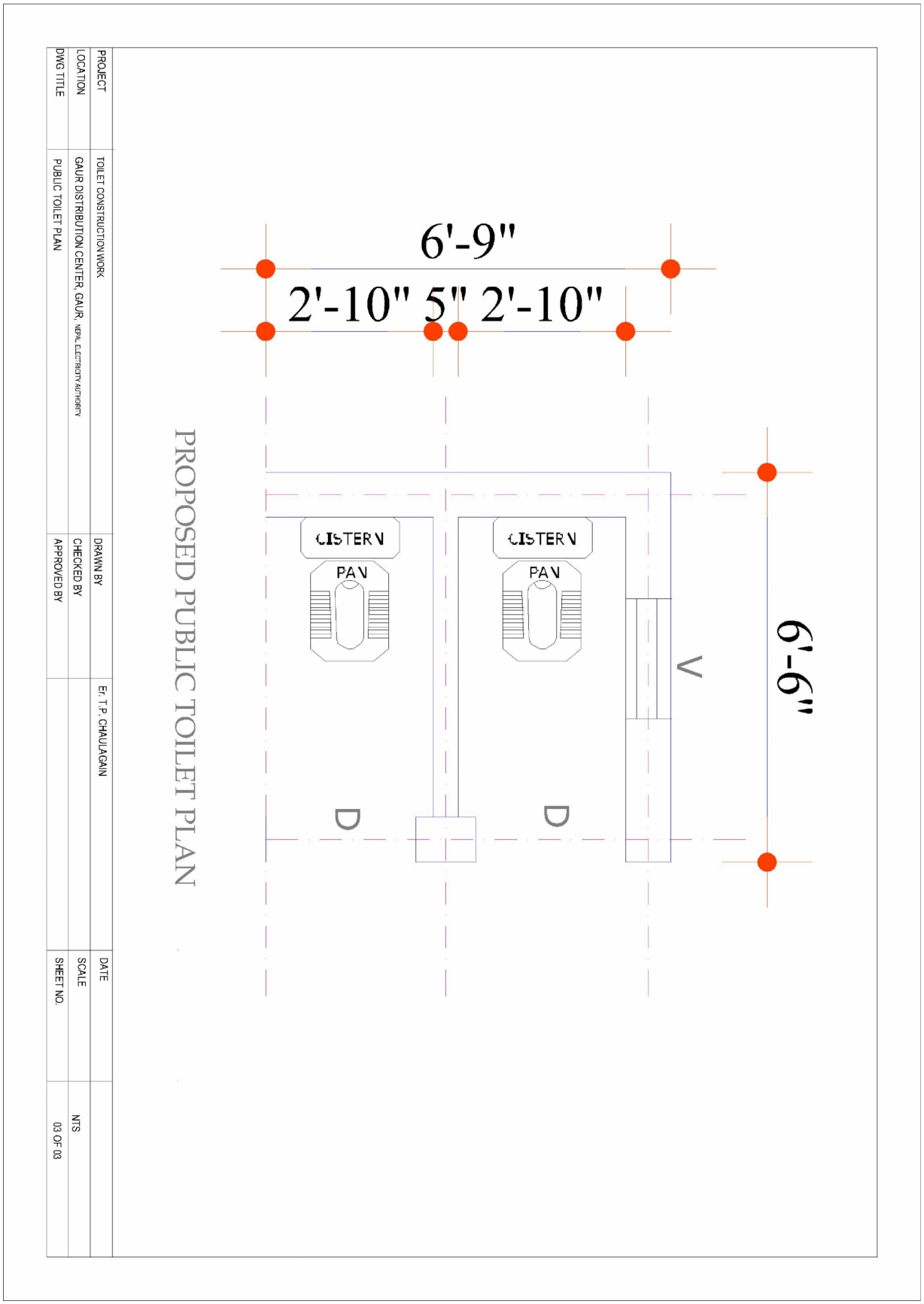
FOOTING/TRENCH LAYOUT PLAN



SECTION AT D-D

FOOTING DETAILS

PROJECT	TOILET CONSTRUCTION WORK	DRAWN BY	Er. T.P. CHAULAGAIN	DATE	
LOCATION	GAUR DISTRIBUTION CENTER, GAUR, NEPAL ELECTRICITY AUTHORITY	CHECKED BY		SCALE	NTS
DWG TITLE	ATTACHED TOILET FOOTING DETAILS	APPROVED BY		SHEET NO.	02 OF 03


PROJECT
TOILET CONSTRUCTION WORK
LOCATION
GAUR DISTRIBUTION CENTER, GAUR, NEPAL ELECTRICITY AUTHORITY
DWG TITLE
PUBLIC TOILET PLAN
DRAWN BY
CHECKED BY
APPROVED BY
Er. T.P. CHAULAGAIN
DATE
SCALE
NTS
SHEET NO.
03 OF 03
PROPOSED PUBLIC TOILET PLAN
6'-9"
2'-10" 5" 2'-10"
6'-6"
CISTERN
PAN
CISTERN
PAN
V
D
D

SECTION - VIII
BILL OF QUANTITIES

SECTION VIII
BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Contract Data, Standard and Special Specifications, and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.

3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4. 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.

5. 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.

6. 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.

7. 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.

8. The method of measurement of completed work for payment shall be in accordance with the Standard Method of Measurement and Specifications.
   All units of measurement shall follow the rules of the International System of Units. Different items of work shall be measured in accordance with the procedures set forth in the relevant sections of the Specifications and shall be read in conjunction with the Conditions of Contract.

   The quantities shall be computed net from the Drawings and no allowance shall be made for bulking, shrinkage, or waste. The works executed shall be measured notwithstanding any custom to the

contrary. The net measurement or weight of the finished work in place shall always be taken except otherwise specified.

9. Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:

   (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

   (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

   (c) Rock is defined as all materials, which in the opinion of the engineer, require blasting or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear mounted heavy duty ripper.

10. The units of measurement and abbreviations used in the Bill of Quantities are:

Unit	Abbreviation
cubic meter	Cu m or m^3
day	day
hectare	ha
hour	hr
kilogram	kg
kilometer	km
lump sum	sum
meter	m
tone (1000 kg)	t
millimeter	mm
month	mon
number	nr
provisional sum	P.S.
square meter	sq m or m^2
week	wk

Nepal Electricity Authority

(Government Of Nepal Undertaking)

Distribution and Consumers Services Directorate

Hetauda Regional Office, Hetauda

Gaur Distribution Center, Gaur, Rautahat

"BILL OF QUANTITY SHEET"

JOB : CONSTRUCTION OF TOILET AND SANITARY WORKS(Sealed Quotation No.:NEA/GDC-2074/075-02) Fiscal Year = 2074/075

LOCATION : GAUR DISTRIBUTION CENTER,GAUR, RAUTAHAT

Item No	Description of Works	Unit	Quantity	Unit Rate(Excluding Vat)		T.Amount	Remarks
				In Figure	In Words		
A	***CIVIL WORKS***						
1.0	**DISMENTALING WORK:**						
	Dismentaling and removing of cement mortar brick masonary wall in predefined size for installation of window and ventalation work with 10m haulage distance as per instruction of engineer all complete	M^3	2.730				
2.0	**EARTH WORK :**						
	Earth work excavation of hard type soil mixed soil with haulage 10m and 1.5m lift facilities as per drawing or in instruction of Engineer.	M^3	14.290				
3.0	**DRY STONE SOLING :**						
	Dry stone soling work in floor foundation finishing as per drawing or instruction of engineer.	M^3	1.110				
4.0	**DRY BRICK SOLING :**						
	Dry brick soling in foundation bed level in flat position as per drawing or instruction of Engineer.	M^2	13.780				
5.0	**BORROW EARTH FILLING :**						
	Borrow earth filling work with proper conpaction as per drawing or instruction of Engineer.	M^3	2.120				
6.0	**P.C.C. FOR R.C.C.**						
	Providing and laying, plain cement concrete for R.C.C. columns, beams, slabs, lintels,columns footings, and all kinds of R.C.C. works with cement,sand and stone ballast 19 mm gauge including mixing, laying, curing finishing etc. excluding reinforcement, centering and shuttering as per drawings, specification and instruction of the Site Engineer, all complete.						
6.1	a) P.C.C.of (1:3:6) mix	M^3	0.670				
6.2	b) P.C.C.of (1:2:4) mix	M^3	1.110				
6.3	b) P.C.C.of (1:1.5:3) mix	M^3	10.830				
7.0	**STEEL REINFORCEMENT**						

For Contractor:

Nepal Electricity Authority

(Government Of Nepal Undertaking)

Distribution and Consumers Services Directorate

Hetauda Regional Office, Hetauda

Gaur Distribution Center, Gaur, Rautahat

"BILL OF QUANTITY SHEET"

JOB : CONSTRUCTION OF TOILET AND SANITARY WORKS(Sealed Quotation No.:NEA/GDC-2074/075-02) Fiscal Year = 2074/075

LOCATION : GAUR DISTRIBUTION CENTER,GAUR, RAUTAHAT

Item No	Description of Works	Unit	Quantity	Unit Rate(Excluding Vat)		T.Amount	Remarks
				In Figure	In Words		
	Providing and laying, steel reinforcement bar including straightening, cleaning, cutting, bending, binding with 20 SWG annealed tying wire and fixing in positions as per drawings, specifications and instructions of the Site Engineer, all complete.	kg	1487.820				
8.0	**FORMWORK**						
	Providing and laying, centering and shuttering with approved materials for all kinds RCC works including all necessary mild steel propping, scaffolding, staging, supporting, etc. all complete net as per drawings,specifications and instructions of the Site Engineer, all complete.	M^2	55.240				
9.0	**BRICK WORK**						
	Providing and laying, brick work in foundation & superstructure with approved quality first class brick in perfect line and level, finished including wetting the bricks, packing the joints and curing the work complete in all types and thickness of walls. columns, etc. as per drawings, specificationand instruction of site Engineer, all complete.	M^3	8.550				
10.0	**SCREEDING OF FLOORS**						
	Providing and laying, 50 mm thick screeding with 1:2:4 screed on proper slope after scraping, cleaning and watering the old surface as per drawing, specification and instruction of site engineer, all complete.	M^2	15.100				
11.0	**CEMENT SAND PLASTER**						
	Providing and laying, cement sand plastering on floor, wall, ceiling, skirting, etc.of good finish, including raking the joints, cleaning and wetting the surface and curing the works all complete, as per drawing, specification and instruction of site Engineer, all complete.						
11.1	20MM Thick cement plaster	M^2	30.130				
11.2	12.5MM Thick cement plaster	M^2	124.710				
12.0	**CEMENT PUNNING (1:1)**						

For Contractor:

Nepal Electricity Authority

(Government Of Nepal Undertaking)

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Item No	Description of Works	Unit	Quantity	Unit Rate(Excluding Vat)		T.Amount	Remarks
				In Figure	In Words		
	Providing and laying, 3 mm thick cement sand punning (1:1) on skirting , dado etc. including cleaning and wetting surface, mixing, laying and rubbing with steel trowel to a hard, smooth and shining surface and curing for a quality finish as per drawing, specication instruction of site engineer, all complete.	M^2	56.230				
13.0	**ANGLE FRAME DOOR SHUTTER :**						
	Providing of MS Equal angle for door frame cutting in size, fixing, welding in accurate line level included 26 gauge plain sheet for shutter with 8" L-Dropall, 4" hings & 4" tower bolt etc. all complete set of angle frame door shutter.	M^2	3.600				
14.0	**ALUMINIUM DOOR:**						
	Supply and fitting of naturally anodized color from Agrani Aluminium Nepal or equivalent Aluminium Door sliding or Swing 100 series 64.5*32 *1.5 mm section with 5 mm clear glass including all necessary fittings as per specification and instruction of site engineer,all complete.	M^2	1.800				
15.0	**ALUMINIUM WINDOWS**						
	Supplying and fitting brown colour anodized Aluminium windows including 101×45×1.5 mm section frame with shutters,5mm tinted glass with mosquito proof net and shutter with necessary accessories as per drawing,Specification and instruction of engineer,all complete.	M^2	2.030				
16.0	**COLOUR C.G.I.SHEET ROFFING WORK :**						
	Providing and fixing of 24 gauge colour c.g.i.sheet 0.52mm thick metal base and 82 kg/bdl laying in perfect line and level for roofing with necessary fittings,nutbolt,clamps,j-hook ,bitumen washer etc. as per drawing or instruction of the engineer, all complete	M^2	8.230				
17.0	**MS-BLACK PIPE**						
	Providing and fixing Tubular black iron pipe (H-Class) for roofing including necessary size cutting, cleaning, welding, packing etc.in different dimension and size as per drawing, specification or instruction of engineer, all complete.	Kg	81.040				

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Item No	Description of Works	Unit	Quantity	Unit Rate(Excluding Vat)		T.Amount	Remarks
				In Figure	In Words		
18.0	**PAINTING & COLORING**						
	Supplying and painting, Inside and outside coloring with approved color and paints with necessary primer to give uniform color after rendering surface clean and moist as per specifications and instruction of the site engineer, all complete.						
	a) Plastic emulsion paint/shield	M^2	124.710				
	b) Enamel Paint on door shutter	M^2	6.300				
19.0	**GRILL WORK :**						
	Providing & making, fixing of 20x4MM thick strip frame with 12x12x3MM square ms pipe grill as per drawing or instruction of engineer.	M^2	1.690				
20.0	**CERAMIC TILES**						
	Supplying and fixing of **Ceramic tiles** on floors and wall in (1:1) cement mortar over cement plaster in (1:4) in perfect line and level of approved colour and quality as per drawing, specification and instruction of site Engineer, all complete.						
	a) ceramic non-galzed tile	M^2	3.630				
	b) ceremic glazed tile	M^2	12.070				
B	**SANITARY WORK**						
	FIXTURES						
1.0	**Porcelain clay white glazed European type commode low level flushing cistern and seat cover with complete accessories including bracket, flushing pipe,pipe connector etc. all complete set. (Hindware, Parryware, Classica, bolan or equivalent.)**	Set	1.000				
2.0	**580MM Porcelain clay white glaze Orissa Pan with low level flushing cistern including necessary fittings all complete.(Hindustan, Parryware, Classica, Cera equivalent**	Set	2.000				
3.0	**White glazed wash basin 55X40cm with brackets 32mm bottle trap, 32mm CP waste coupling with CP chain and rubber plug, ½"x18" pipe connector etc all complete. (Hindware, Parryware, Classica, bolan or equivalent.)**	Set	2.000				

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Item No	Description of Works	Unit	Quantity	Unit Rate(Excluding Vat)		T.Amount	Remarks
				In Figure	In Words		
4.0	**Fittings, Valves and Bathroom accessories: providing and fixing all complete as per specification and instruction of engineer all complete.**						
4.01	Porecelene clay toilet paper holder Recessed type with necessary	Set	1.000				
4.02	55X40cm beveled edge looking mirror of high quality with necessary	Set	1.000				
4.03	15 mm CP water spray with 1.2mt. Long flexiable pipe.	Set	1.000				
4.04	Chrome plated soap tray 6"x6" with necessary accessories	Nos	3.000				
4.05	Chrome plated 15mm dia x600mm long heavy quality towel rod	Nos	1.000				
4.06	C.P. Bibcock 15mm dia heavy type	Nos	2.000				
4.07	C.P. 15mm dia Angle valve with wall flange	Nos	3.000				
4.08	Ordinary type C.P. Pillar cock 15mm dia	Nos	3.000				
4.09	CP Fencyy type tap (long Body)	Nos	3.000				
4.10	CP Fency type shower	Nos	1.000				
4.11	C.P. Grating 100mm	Nos	3.000				
5.0	**Over head water storage tank:of 750 ltr capacity moulded high denesity polythene water storage tank having lockable cover and necessary connection for inlets, outlets, inter connection pipe line & drain pipe line as per specification and instruction all complete.(NS Standard)**	Nos	1.000				
6.0	**Supplying and fixing CPVC:- Chlorinated poly vinyl chloride pipe (hot and cold) or equvalent with CPVC fittings/ specials (tees, elbows, Unions etc) clamps(m.s. plate with nut and bolt with hexagonal screws for clamp in ceiling, wall) nails including jointing materials, installation of pipes and specials including making holes on walls or floor and repairing the same to its original finish all the complte as per specification and instruction (astral/ ashirbad/hilltake/is/ns standard), NSF mark**						
6.01	15mm dia CPVC Pipe SDR 13.5 CTS, 22.5 kg/cm2 including	Rm	15.000				
6.02	20 mm dia CPVC Pipe SDR 13.5 CTS, 22.5 kg/cm2 including	Rm	20.000				
6.03	25 mm dia CPVC Pipe SDR 13.5 CTS, 22.5 kg/cm2 including	Rm	25.000				

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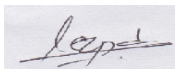
Item No	Description of Works	Unit	Quantity	Unit Rate(Excluding Vat)		T.Amount	Remarks
				In Figure	In Words		
7.0	**Supplying and fixing CPVC:- Chlorinated Poly Vinyl Chloride valve including jointing materials. all complete set as per specification and instruction.(NS Standard)**						
7.01	15 mm dia CPVC Ball Valve, CTS Socket all complete.	Nos	2.000				
7.02	20 mm dia CPVC Ball Valve, CTS Socket all complete.	Nos	2.000				
7.03	25 mm dia CPVC Ball Valve, CTS Socket all complete.	Nos	2.000				
8.0	**Soil, Waste and rain water Drainage pipe line (from toilets to the duct then to the nearest manhole): Supplying and Fixing soil waste vent and rain water pipe line of NS and testing the pipe line by the smokig test rectifying the leakage if any, all complete as per the specification and instruction all complete. (Dwv,Panchakanya,SN-4, Prince,Supreme or equivalent)**						
8.01	OD 75mm UPVC pipe of 6 kgf/cm2	Rm	7.000				
8.02	OD 90mm UPVC pipe of 6 kgf/cm2	Rm	10.000				
8.03	OD 110mm UPVC pipe of 6 kgf/cm2	Rm	15.000				
9.0	**Supplying and Fixing UPVC specials with O ring rubber washer,Pvc liquid(Solvent cement), Pvc cream,Pvc pipe clips with screw,Vent cowl all complete set as per specification and instruction. (Panchakanya,Prince,Supreme or equivalent)**						
9.01	75 mm dia UPVC Y branch.	Nos	2.000				
9.02	75 mm dia UPVC door tee.	Nos	2.000				
9.03	75 mm dia UPVC 90 degree bend.	Nos	10.000				
9.04	75 mm dia UPVC 45 degree bend.	Nos	2.000				
9.05	75 mm dia UPVC plain.	Nos	4.000				
9.06	75 mm dia UPVC pipe clip.	Nos	5.000				
9.07	75 mm dia UPVC vent cowl	Nos	1.000				
9.08	110 mm dia UPVC 90 degree bend.	Nos	10.000				
9.09	110 mm dia UPVC 45 degree bend	Nos	3.000				
9.10	110 mm dia UPVC Y branch	Nos	3.000				
9.11	110 mm dia UPVC plain .	Nos	3.000				



For Contractor:

Nepal Electricity Authority

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LOCATION : GAUR DISTRIBUTION CENTER,GAUR, RAUTAHAT							
Item No	***Description of Works***	***Unit***	***Quantity***	***Unit Rate(Excluding Vat)***		***T.Amount***	***Remarks***
				In Figure	***In Words***		
9.12	110 mm dia UPVC Door Tee	Nos	2.000				
9.13	110 mm dia UPVC vent cowl.	Nos	1.000				
9.14	110 mm dia UPVC pipe clip	Nos	10.000				
9.16	110x75 red. Socket	Nos	3.000				
9.17	PVC Multi floor trap 11x7.5 cm all complete.	Nos	3.000				
9.18	PVC P- Trap 110 MM Ø	Nos	3.000				
10.0	**Supplying and Fixing Electric motor Pump single or three phase with base, nut and bolts all complete set (Kirloskar, Compton or equiv),**	Set	1.000				
C	**MISCELLANEOUS**						
	Labours for site clearence before starting and after completion of whole job or as per instruction of Engineer.	Nos	4.000				
					SUB TOTAL AMOUNT IN NRs. =		
					VAT WITH 13 % =		
					GRAND TOTAL AMOUNT IN NRs. =		
	Total Amount in Words:						

For Contractor:

SECTION – IX

SAMPLE FORMS OF SECURITIES

Section IX. Forms of Securities

Bid Security (Bank Guarantee)

Whereas, [name of Bidder] (hereinafter called "the Bidder") has submitted his Quotation (bid) dated [date] for the construction of ***(Sealed Quotation Name…… / No……)*** (hereinafter called "the bid").

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

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

The conditions of this obligation are:

(1) If, after bid opening, the Bidder withdraws his bid during the period of bid validity specified in the Form of Bid; or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) does not accept the correction of the bid,

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

This Guarantee will remain in force up to and including the date 75 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.

Date Signature of the Bank _____

Witness Seal _____

_____

[signature, name, and address]

. **Performance Bank Guarantee**

To : **Nepal Electricity Authority**
Gaur Distribution Center
Gaur, Rautahat
Tel: +977-055-521566

Whereas [name and address of contractor] (hereinafter called "the contractor") has undertaken, in pursuance of Contract No. ***(Sealed Quotation No.: ……)*** dated [date] to execute ***Sealed Quotation Name :……..)***
And whereas it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

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

This Guarantee shall be valid for at least 90 days beyond the date of issue of Defects Liability Certificate.

Signature and seal of the Guarantor_____

Name of Bank_____

Address_____

Date_____

Bank Guarantee for Advance Payment (NA)

To : **Nepal Electricity Authority**
Gaur Distribution Center
Gaur, Rautahat
Tel: +977-055-521566

Contract Name /No.:……..

Gentlemen:

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

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

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

The validity period of the guarantee shall be 90 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal:_____

Name of Bank/Financial Institution:_____

Address:

Date:

Section -X.
Declaration Form

Nepal Electricity Authority

Gaur Distribution Center, Gaur, Rautahat
Declaration Form (for E-bidding)

S.No	Description		Status			
			Issued to (as applicable)	Issued by (as applicable)	Date of Issue	No. of Pages
1	Notarized Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)					
2	Joint Venture Agreement; ***If any***					
3	Notarized Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)					
4	Notarized Power of Attorney to Sign the Bid (On Behalf of JV)					
5	Registration Certificate of the Bidder (and each partners in case of JV)					
6	Bid security					
7	Price Schedule					
8	Bid Form					
9	Qualification Forms					
10	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	Year 1				
		Year 2				
		Year 3				
11	Performance(or user) Certificate/s (Bidder)	1				
		2				
		3				
		4				

12	Manufacturer's Authorization/s	1				
		2				
		3				
		4				
		.				
13	Power of Attorney from the Company to Issue the Manufacturers Authorization on Company's behalf					
14	Business License of Manufacturer/s	1				
		2				
		3				
		4				
		.				
15	User Certificate/s (Manufacturer)	1				
		2				
		3				
		4				
		.				
16	ISO Certificate/s	1				

		2				
		3				
		4				
		.				
17	Type Test Report/s (if required as per specification)	1				
		2				
		3				
		4				
		.				
18	Technical Data Sheet	1				
		2				
		3				
		4				
		.				
19	Other Certification (as per requirements)	1				
		2				
		3				
		4				
		.				