NEPAL ELECTRICITY AUTHORITY

(A GOVERNMENT OF NEPAL UNDERTAKING)

DISTRIBUTION AND CONSUMER SERVICE DIRECTORATE
BIRATNAGAR REGIONAL OFFICE
Biratnagar, Morang

SEALED QUOTATION NO: NEA-BRO-2073/074- 04 (sq)

SEALED QUOTATION

FOR

BOUNDARY WALL CONSTRUCTION WORK

at
Biratnagar Regional Office, Biratnagar

First Date of Notice Publication: 2074/02/17

Last Date /Time of Purchasing: 2074/02/31 during Office Hours.

Last Date /Time of Submission: 2074/03/01 not later than 1200 Hrs.

Time of opening of Sealed Quotation: 2074/03/01 at 15 Hrs.

Issued To:

M/S ... ...

Jestha 2074

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Section I. Invitation for Sealed Quotation

सिलबन्दी बोलपत्र/दरभाउपत्र आह्वानको सूचना

(गोरखापत्र दैनिकमा सूचना प्रकाशित मिति : २०७४।०२।१७)

यस कार्यालय तथा अन्तर्गतका वितरण केन्द्रबाट निम्नलिखित कार्य सिलबन्दी बोलपत्र/दरभाउपत्रबाट आपूर्ति/निर्माण गराउनु पर्ने भएकोले सम्बन्धित कार्यको लागि नेपाल सरकारबाट इजाजत प्राप्त, मूल्य अभिवृद्धि कर (VAT), PAN मा दर्ता भएका, आयकर तिरेका, रजिष्टर्ड निर्माण कम्पनी/आपूर्ति कर्ता वा अस्तियार प्राप्त फर्मबाट निम्नलिखित सर्तको अधीनमा रही कार्य गर्न राष्ट्रिय स्तरको सिलबन्दी बोलपत्र/दरभाउपत्र आह्वान गरिएको छ।

१. बोलपत्र/दरभाउपत्र E-Bidding System बाट खरिद गर्न र दाखिला गर्न ने.वि.प्रा.को Website www.e-nea.org.np मा राखिएको छ। इच्छुक बोलपत्र/दरभाउपत्रदाताले थप जानकारीका लागि ने.वि.प्रा.को उक्त website हेर्नु हुनेछ।

२. बोलपत्र/दरभाउपत्रसम्बन्धी कागजात यो सूचना गोरखापत्रमा प्रकाशित भएको मिति २०७४।०२।१७ देखि बोलपत्रको हकमा मिति २०७४।०३।१५ सम्म र दरभाउपत्रको हकमा मिति २०७४।०२।३१ सम्म सम्बन्धित कार्यालयको तल उल्लेखित बैंकमा तल उल्लेखित रकम (फिर्ता नहुने) जम्मा गरी सोको सक्कल बैंक भौचर, चालु आ.व.को लागि नवीकरण भएको निर्माता/आपूर्तिकर्ताको फर्म दर्ता प्रमाणपत्र, व्यवसाय दर्ता प्रमाणपत्र, VAT, PAN दर्ता प्रमाणपत्र, अध्यावधिक करचुक्ता प्रमाणपत्र (सबै प्रमाणपत्रहरूको प्रमाणित प्रतिलिपी) र सक्कल अस्तियारनामासहित निवेदन दिई सम्बन्धित कार्यालयबाट कार्यालय समयभित्र खरिद गर्न सकिने छ।

३. बोलपत्र मिति २०७४।०३।१६ गते दिनको १२.०० बजेसम्ममा र सिलबन्दी दरभाउपत्र मिति २०७४।०३।०१ गते दिनको १२.०० बजेसम्ममा सम्बन्धित वितरण केन्द्रमा दर्ता गराई सक्नु पर्ने छ। बोलपत्र/सिलबन्दी दरभाउपत्र दर्ता भएको दिन तल उल्लेखित समयमा बोलपत्र/दरभाउपत्रदाता वा निजको अस्तियार प्राप्त प्रतिनिधिको उपस्थिति/अनुपस्थितिमा सम्बन्धित वितरण केन्द्रमा खोलिने छ।

४. सिलबन्दी बोलपत्र/दरभाउपत्र खरिद, दाखिला एवं खोलिने अन्तिम दिन बिदा पर्न गएमा सोको भोलिपल्ट सरेको मानिने छ।

५. सिलबन्दी बोलपत्र/दरभाउपत्रसाथ बोलपत्र/दरभाउपत्रको तल उल्लेखित जमानत (बिडबण्ड) बापतको रकम सम्बन्धित वितरण केन्द्रको तल उल्लेखित बैंक खातामा जम्मा गरी सोको सक्कल बैंक भौचर वा नेपाल राष्ट बैंकबाट मान्यता प्राप्त कुनै पनि वाणिज्य बैंकबाट सम्बन्धित वितरण केन्द्रको नाममा जारी गरिएको बोलपत्रको हकमा बोलपत्र पेस गर्ने अन्तिम मितिले १२० (एक सय बीस) दिन र दरभाउपत्रको हकमा दरभाउपत्र खोलिने मितिले कम्तीमा ७५ दिन म्याद भएको सर्त रहित बैंक जमानीपत्र वा बैंक ड्राफ्ट अनिवार्यरूपमा पेस गर्नु पर्ने छ। बोलपत्रको मान्य अवधि ९० दिन र दरभाउपत्रको मान्य अवधि ४५ दिन हुनेछ।

६. बोलपत्र/दरभाउपत्रदाताले कबोल गरेको दररेट तथा कुल रकम अंक र अक्षरमा प्रष्ट हुने गरी उल्लेख गर्नु पर्ने छ। अंक र अक्षरमा फरक परेमा अक्षरलाई मान्यता दिइने छ।

७. बोलपत्र/दरभाउपत्रदाताले सिलबन्दी बोलपत्र/दरभाउपत्रको खाम बाहिर सम्बन्धित कार्यालयको नाम, ठेगाना, बोलपत्र/दरभाउपत्र नम्बर, कार्य विवरण र बोलपत्र/दरभाउपत्रदाताको छाप नाम, ठेगाना, स्पष्ट उल्लेख गर्नुपर्नेछ।

८. फ्याक्स, टेलिग्राम वा ईमेलबाट प्राप्त बोलपत्र/दरभाउपत्र फारामलाई मान्यता दिइने छैन।

९. सिलबन्दी बोलपत्र/दरभाउपत्र पूर्ण वा आंशिक रूपमा स्वीकृत गर्ने वा नगर्ने (कारण जनाइ वा नजनाइ) सम्पूर्ण अधिकार सम्बन्धित कार्यालयमा निहित रहने छ।

१०. सिलबन्दी बोलपत्र/दरभाउपत्रसम्बन्धी अन्य थप कुरा बुझ्नु परेमा सम्बन्धित कार्यालयमा कार्यालय समयभित्र सम्पर्क राख्न सकिने छ।

सि. नं.	बोलपत्र/दरभाउपत्र नम्बर	कामको विवरण	बोलपत्र/दरभाउपत्रको मूल्य रु.	बोलपत्र/दरभाउपत्रको जमानत रु.	निर्माण कार्यको लागत अनुमान VAT समेत रु.	बोलपत्र/दरभाउपत्र खरिद गर्ने सम्बन्धित कार्यालयको बैंक र खाता नं.	बिडबण्ड जम्मा गर्ने सम्बन्धित कार्यालयको बैंक र खाता नं.	बोलपत्र/दरभाउपत्र खोलिने मिति र समय	सम्बन्धित कार्यालय
१	NEA-RDC-2073/074-01,SQ	Open Yard Construction works at Rangeli	५००।००	१२,५००।००	४,९७,०४३।९६	नेपाल बैंक लि.,रङ्गेली ०३१००१०११४८१४६०००००१	नेपाल बैंक लि.,रङ्गेली ०३१००१०११४१३३६०००००१	२०७४।०३।०१ दिनको १४.०० बजे	रङ्गेली वितरण केन्द्र ०२१-४८०६४३
२	NEA-RDC-2073/074-02,SQ	Office Building Painting Works at Rangeli	५००।००	१०,०००।००	३,९६,८११।३०	नेपाल बैंक लि.,रङ्गेली ०३१००१०११४८१४६०००००१	नेपाल बैंक लि.,रङ्गेली ०३१००१०११४१३३६०००००१	२०७४।०३।०१ दिनको १४.३० बजे	रङ्गेली वितरण केन्द्र ०२१-४८०६४३
३	NEA-RDC-2073/074-03,SQ	Access Road Upgrading and Construction works at Rangeli	५००।००	१२,५००।००	४,९८,४६७।४४	नेपाल बैंक लि.,रङ्गेली ०३१००१०११४८१४६०००००१	नेपाल बैंक लि.,रङ्गेली ०३१००१०११४१३३६०००००१	२०७४।०३।०१ दिनको १४.०० बजे	रङ्गेली वितरण केन्द्र ०२१-४८०६४३
४	NEA-DhanDC-2073/074-05, SQ	Boundary Wall Construction works (II Phase) at Hile dhankuta	५००।००	१८,०००।००	६,९९,२२३।९२	राष्ट्रिय वाणिज्य बैंक धनकुटा राजश्व खाता ४५२	राष्ट्रिय वाणिज्य बैंक धनकुटा, धरौटी खाता ११७०	२०७४।०३।०१ दिनको १४.०० बजे	धनकुटा वितरण केन्द्र ०२६-४२००९१
५	NEA-BLDC-2073/074-03,SQ	Vehicle parking Shed Construction works at Belbari DCS, Belbari	५००।००	१२,५००।००	४,९८,४४४।७०	प्रभु बैंक, बेलबारी ०८७००१०००३००६०००००४४	एन एम बि बैंक, बेलबारी ०५४३०४००३०५६४९०००००१	२०७४।०३।०१ दिनको १४.०० बजे	बेलबारी वितरण केन्द्र ०२१-५४६०८६
६	NEA-BRT-DC-2073/074- 06, SQ	Temple Upgrading Works at Rani & Toilet maintenance works at Biratnagar DCS, Biratnagar	५००।००	२४,०००।००	९,४६,६७९।५४	सिद्धार्थ बैंक लि., विराटनगर ००३१५०७८०५८	नेपाल अरब बैंक, विराटनगर ०७०१०१०२०३६०१	२०७४।०३।०१ दिनको १४.०० बजे	विराटनगर वितरण केन्द्र ०२१-५२५२५५
७	NEA-BRO-2073/074- 02, SQ	Open Store Yard Construction works at Rani, Biratnagar	५००।००	१०,०००।००	३,९९,७५८।२७	नविल बैंक विराटनगर ०७०६०१७५०००१८	नविल बैंक विराटनगर ०७०६०१७५०००१६	२०७४।०३।०१ दिनको १४.०० बजे	विराटनगर क्षेत्रीय कार्यालय,०२१-४३६३०६
८	NEA-BRO-2073/074- 03, SQ	Access Road Maintenance & Construction works at Biratnagar Regional Office, Biratnagar	५००।००	१५,०००।००	५,९७,१९१।८०	नविल बैंक विराटनगर ०७०६०१७५०००१८	नविल बैंक विराटनगर ०७०६०१७५०००१६	२०७४।०३।०१ दिनको १४.३० बजे	विराटनगर क्षेत्रीय कार्यालय,०२१-४३६३०६
९	NEA-BRO-2073/074- 04, SQ	Boundary wall Construction works Biratnagar Regional Office, Biratnagar	५००।००	१५,०००।००	५,९५,६५९।३५	नविल बैंक विराटनगर ०७०६०१७५०००१८	नविल बैंक विराटनगर ०७०६०१७५०००१६	२०७४।०३।०१ दिनको १४.०० बजे	विराटनगर क्षेत्रीय कार्यालय,०२१-४३६३०६
१०	NEA-TPLGDC-2073/074-01,Tender	Boundary wall Construction works at Taplejung DCS, Taplejung	३,०००।००	७७,०००।००	३०,६६,३२६।२४ (VAT बाहेक)	नविल बैंक विराटनगर ०७०६०१७५०००१८	नविल बैंक विराटनगर ०७०६०१७५०००१६	२०७४।०३।१६ दिनको १४.०० बजे	विराटनगर क्षेत्रीय कार्यालय,०२१-४३६३०६

नेपाल विद्युत् प्राधिकरण

विराटनगर क्षेत्रीय कार्यालय, विराटनगर, फोन ०२१-४३६३०६

Section II Instructions to Bidder

1. Scope of Works

The Employer stated in the Invitation for Sealed Quotation invites bids for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. .

2. Eligible Bidder

This Invitation for Bids is open to all registered contractors with qualifications as described below:

a) Up to date Firm/Company Registration Certificate
b) VAT and PAN Registration Certificates
c) Tax Clearance Certificate
d) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for the profession or business related offence.
e) Power of Attorney
f) Other documents as needed

.

3. One Bid per Bidder

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

4. Cost of Bidding

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

5. Site Visit

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

6. Content of Quotation Form

The Quotation Form comprise the documents listed below:

Invitation for Sealed Quotations

Instructions to Bidders

Forms of Bid, Letter of Acceptance and Agreement

General Conditions of Contract (GCC)

Special Conditions of Contract (SCC)

Technical Specification

Drawings

Bill of Quantities

Sample Forms of Securities

7. Clarification

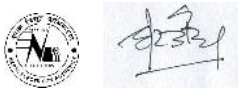
A prospective Bidder may obtain clarification on the Quotation Form from the Employer.

8. Language of Bid

All documents relating to the bid shall be in English or in Nepali.

9. Documents

The bid by the Bidder shall comprise the following:



Comprising Bid	a.	Bid and Eligibility Information
	b.	Bid Security
	c.	Priced Bill of Quantities

10. Bid Prices

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

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

11. Bid Validity

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

12. Bid Security

The Bidder shall furnish a Bid Security in Nepali Rupees in the amount equivalent to NRs 15,000.00 (Fifteen Thousand Only) of the bid amount. The Bid Security shall remain valid for a period of 75 days after opening of the quotation..

The Bid Security shall be in the form of cash voucher deposited in the Bank Account of the Employer specified in the notice for "Invitation for Quotation" or a bank guarantee from a bank acceptable to the Employer.

13. Format and Signing of Bids

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

14. Sealing and Marking of Bids

The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.

15. Deadline for Submission of Bids

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

16. Late Bids

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

17.Modification and Withdrawal of Bids

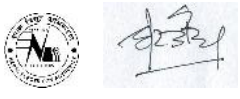
Bids once submitted shall not be withdrawn or modified.

18. Bid Opening

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

19. Process to be

Information relating to the examination, evaluation and comparison



Confidential

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

20.Examination of Bids

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

21. Evaluation and Comparison of Bids

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

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

b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern

21.2 If the Bidder does not accept the corrected amount, the bid shall be rejected and the Bid Security may be forfeited.

22. Award of Contract

22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within 15 days of the opening of the quotation, provided that such Bidder has been determined to be eligible in accordance with the provisions of 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

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

Signing of Agreement

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

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 Contract Forms, or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.

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

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

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

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

26.Additional Securities

If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.

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

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

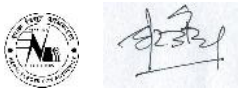
Special Instruction to Bidders for e-Bidding

A) Bid submission procedure through electronically (e-submission):

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 shall download the necessary parts of bidding documents from e-procurement section in NEA's web Site http://www.e-nea.org.np. In case, the Bidder choose to download the bidding documents, prepare his/her bids on downloaded documents, and submit his/her bid electronically, the Bidder is required to deposit the non-refundable fee for the cost of bidding document (as specified in the bid notice) in the bank account specified in the IFB. In addition, electronic scanned copy (*.pdf format) of the Bank deposit voucher shall also be required to 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 authorised representative and with seal of the company.
Bill of Quantity (BOQ) with rate, amount, b) Form of Bid, Qualification Information
The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate filename shown in the table below. PDF (Adobe acrobat) version must be 4.0 or above.

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 for F/Y 2072/73,	Tax-5	Mandatory For National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att -6	Mandatory	
7	Joint venture agreement (if any)	JV doc-7	Mandatory	
8	Qualification Information	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufactures Authorization	Authorization-10	Mandatory	NA
11	Technical Data Sheet	TDS-11	Mandatory	NA
12	Certification Documents	Certifications-12	Mandatory	NA
13	Declaration Form	Declaration-13	Mandatory	



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

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

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

v. The Bidder shall upload the PDF bid files and submit his/her 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 not allow 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/her 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.

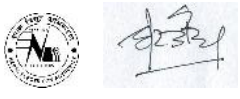
x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause-22 with a Substitution letter in PDF file.

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 Authorised Representative/s of the Firm / all authorised 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 document (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the specified Employer's (revenue) account for the said document.

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 specified above, and 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 dead line, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided if the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures in 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 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 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 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 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 or forfeiture of bid security shall be applicable.

D) 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.

E) 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

Notes on Forms of Bid, Eligibility Information, Letter of Acceptance and Agreement

The Agreement shall incorporate any corrections or modifications to the bid resulting from corrections of errors, acceptable deviations or any other mutually-agreeable changes allowed for in the General Conditions.

The bid which the contractor has submitted to the Employer becomes part of the contract documents.

All the information with regard to the preparation of bid to meet the Employer's requirements shall be provided before issuing the bidding documents.

The contractor shall provide the remaining information by completing the form.

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

Notes to Bidders

The information to be filled in by Bidders in the following pages shall be used for purposes of eligibility as provided for in Clause 2 of the Instructions to Bidders. This information shall not be incorporated in the Contract. Attach additional pages as necessary.

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 procu8rement proceedings and has not been punished for the profession or business related offence.
h. Principal Place of business: [insert]

Letter of Acceptance

[Letterhead of the Employer]

Date: _____

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

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

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

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

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

Authorised Signature: _____
Name: _____
Designation: _____

[1] *Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.*

Agreement

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

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

Now this Agreement witnesseth as follows:

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

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

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

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

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

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

Binding Signature of Employer _____

Binding Signature of Contractor _____

Section IV. General Conditions of Contract (GCC)

1. General Provisions

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

The Contract

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

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

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

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

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

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

Persons

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

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

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

Date, Times and Periods

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

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

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

Money and Payments

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

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

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 any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Engineer under Sub-Clause 9.1.

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

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

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

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

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

1.3 Priority of The documents forming the Contract shall to be taken as mutually

	Documents	explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as listed in the SCC.
1.4	**Law**	The law of the Contract is stated in the SCC.
1.5	**Communications**	Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed. If a notice given pursuant to Sub Clause 1.5 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.
1.6	**Statutory Obligations**	The contractor shall comply with the laws of the countries where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.

2. The Employer

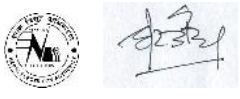
2.1	**Provision of Site**	The Employer shall provide the Site and right of access thereto at the times stated in the SCC.
2.2	**Permits and Licenses**	The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works.
2.3	**Employer's Instructions**	The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.
2.4	**Approvals**	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.

3. Employer's Representatives

3.1	**Authorised Person**	One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.
3.2	**Employer's Representative**	The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.

4. The Contractor

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



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

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. Employer's Liabilities

5.1 Employer's Liabilities

In this Contract, Employer's Liabilities mean:

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

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

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

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

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

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

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

h. any failure of the Employer,

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

j. any delay or disruption caused by any Variation,

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

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

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

6. Time for Completion

6.1 Execution of the Works

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

6.2 Programme

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

6.3 Extension of Time

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

6.4 Liquidated Damages for Delay

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

7. Taking-Over

7.1 Completion

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

7.2 Taking-Over Notice

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

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

8. Remedying Defects

8.1 Remedying Defects

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

Failure to remedy any defects or complete outstanding work

within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the contractor's cost.

8.2 Uncovering and Testing

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

9. Variations and Claims

9.1 Right to Vary

The Employer may instruct Variations.

9.2 Valuation of Variations

Variations shall be valued as follows:

a. where appropriate, at rates in the Contract, or

b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or

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

9.4 Right to Claim

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

9.5 Variation and Claim Procedure

The contractor shall submit the Employer an itemised make-up of the value of Variations and claims within 7 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

10. Contract Price and Payment

10.1 Valuation of the Works

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

10.2 Payments Certificates

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

10.3 Payments

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

10.4 Payment of Retention

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

10.5 Advance Payment

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

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

10.6 Local Taxation & Value Added Tax

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

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

11. Termination of Contract

11.1 Default by Contractor

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

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

11.2 Default by Employer

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

If the default is not remedied within 30 days after the Employer's

receipt of the contractor's notice, the contractor may, by a second notice given within a further 22 days, terminate the Contract. The contractor shall then demobilise from the Site.

11.3 Insolvency

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

11.4 Termination by Convenience

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

11.5 Payment upon Termination

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

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

b. any sums to which the Employer is entitled,

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

d. if the contractor has terminated under Sub-Clause 11.2 or 11.4, the contractor shall be entitled to the Cost of his suspension and demobilisation together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination

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

12. Risk and Responsibility

12.1 Contractor's Care of the Works

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

12.2 Force Majeure

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

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

After termination, the contractor shall be entitled to payment of the

unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

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

b. the Cost of his suspension and demobilisation,

c. any sums to which the Employer is entitled.

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

13. Resolution of Disputes

13.1 Adjudication

If any dispute shall 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 :

h) give or propose improper inducement directly or indirectly,

i) distortion or misrepresentation of facts

j) engaging or being involved in corrupt or fraudulent practice

k) interference in participation of other prospective bidders.

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

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

n) contacting the Employer 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:

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

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

Section V Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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	1.1.1	Document Identification
Time for Completion	1.1.12	15 days from the date of Agreement
Law of Contract	1.4	Applicable Law of Nepal
Language	1.5	English or [in Nepali version]
Provision of Site	2.1	Agreement Date
Authorised person	3.1	Regional Director , BRO
Name and address of Employer's representative (if known)	3.2	Regional Director , BRO
Performance security (if any): Amount: Form:	4.4	Performance Security Amount =[(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.
Time for the submission of programme	6.2	Within 7 days* of the commencement date
Liquidated Damages for Delay	6.4	0.05% of the Contract Price per day up to a maximum of 10%* of sum stated in the Agreement
Period for notifying defects	8.1	365 days* calculated from the date stated in the notice under Sub-Clause 8.1.
Percentage of retention	10.3	5% of each payment made to the Contractor
Advance Payment	10.5(a)	N/A
Deduction of Advance Payment	10.5(b)	N/A

Section VI. Specification

100 GENERAL

All the Work shall be done according to the Bill of quantities, drawings and instructions of the Project Engineer on behalf of Division Office and the Contractor shall arrange to test materials and/or portions of the Work at his own cost in order to prove their soundness and sufficiency. If after any such test, and in the opinion of the Proje

CIVIL WORKS

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

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

All Works shall be carried out simultaneously with electrical, plumbing, sanitary and other services and in co-operation with the Contractors the above services. The Work shall be carried on till it is completed satisfactorily along with the completion of other essential services. The building Contractor shall keep the other Contractors informed of the proposed programme of Work, well in advance, so that the building Work is not hindered. The Contractor shall further cooperate with other Contractors in respect of any facility required by them e.g. making holes in shuttering for sanitary, pipes, electric conduits, fan hook etc. However, no extra payment shall be admissible to him for such reasonable assistance and facilities afforded to other Contractors and the building Contractors shall be deemed to have taken these factors into consideration while quoting his rates.

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

The source of materials stated in the Specifications is those from which materials are generally available. However, materials not conforming to Specifications shall be rejected even if they come from the stated sources. The Contractor should satisfy himself that sufficient quantity of materials of acceptable Specification is available form the stated or other sources.

The requirements of Specifications under (A) GENERAL and (B) MATERIALS shall be fulfilled by the Contractor without extra charges i.e. the item rates quoted shall be deemed to have taken these Specifications into account.

GENERAL:

4. Preparing and cleaning the Site:

The Site described and shown on the plans plus 6 M (20ft.) all around the building shall be cleared of all obstructions, loose stones and materials, rubbish of all kinds as well as brushwood. All holes or hollows whether originally existing or produced by removal of loose stone or brushwood shall be carefully filled up with earth, well rammed and levelled off as directed. Also the Contractor shall dress the Site 6 M (20ft.) all around the buildings after completions, maximum cutting or filling being 30cm (12 inches). This shall be as per bill of Quantities.

5. Trees:

No trees, saplings shall be removed/cut without prior permission of the Project Engineer. If any tree has to be cut, this shall form an extra item. For the purpose of the Specification, a tree shall be defined as growth whose circumference of the trunk at 30cm (1'-0") from the base is not less than 90cm (3'-0") in height.

6. Measuring Materials:

Materials requiring measuring shall be measured separately in boxes of appropriate sizes before being mixed as directed by Project Engineer.

7. Temporary Protections:

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 from damage. Nothing extra shall be paid for on this matter.

8. 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 Project Engineer.

9. Leave clean:

On completion, all Work must be cleaned down, rubbish removed and the Works and land cleared of rubbish, surplus materials, debris and other accumulations and everything left in a clean and orderly conditions.

10. Samples:

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

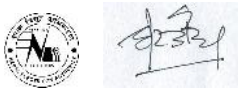
11. Provisional Items:

All provisional Work items in the schedule shall be carried out at the discretion of the Project Engineer, and may or may not form part of the Agreement. If such provisional items are carried out by the Contractor, the rates shall be settled as for extra items as stated in the conditions of Agreement.

12. Storage:

Safe, dry and proper storage shall be provided for all materials, particularly cement. For installed at the Site of Work the Project Engineer may reduce the capacity of storage.

13. Water:



Water shall be clean and free from oil, waste, acid or other organic matter in solution or suspension. Water shall be from municipal main or tank or well water. Storage for the water shall be of sufficient size and as directed by the Project Engineer. The Contractor shall make his own arrangements for water supply.

14. Earth:

Earth for filling and terracing shall be free from all rubbish, organic or vegetable growth including roots, weeds etc. All clods shall be first broken-down.

15. Sand:

Sand shall be clean from river and of approved quality and free from salt, earth, dust or other impurities. If required by the Project Engineer, it shall be washed with clean water and not more than 5% of fine materials (clay, dust and silt) will be allowed, as tested by the settlement in water. The sand may contain particle size up to 5mm and should be well graded. Coarse sand for concrete Work shall be from local rivers or from any other place as approved by the Project Engineer and shall conform to cement concrete specification.

16. Portland Cement:

N.S. or I.S. mark awarded Ordinary Portland Cement should be used. Cement shall of fine quality with its chemical composition, consistency, tensile and compressive strength, soundness, setting time according to I.S. It should be free from lumps. It should be stored in a weatherproof building on a floor at least 30cm high from floor level. It should be stacked 60cm clear from the walls, and stored in such manner that permits easy access for inspection. It should also be stacked in not more than 6 layers high to prevent bursting of bottom bags. The Project Engineer may order testing of cement if required. In no case cement of grade less than 43 shall be used.

17. Stone:

Stone for rubble masonry shall be of the best of its kind. It shall be strong, angular, and free from flakes and must be of quality approved by the Project Engineer. No earthy or discoloured, weather or water worn stone shall be used.

18. Cement Mortar:

Cement mortar shall be of proportions specified for each type of Work. It shall be composed of Portland Cement and Sand. The ingredients shall be accurately gauged by measure and shall be well and evenly mixed together; care being taken not to add more water than is required. No mortar that has begun to set shall be used. If hand mixing is allowed then it shall be done in brick tanks. The gauged materials shall be put in the tank and mixed dry. Water will then be added and the whole mixed again until it is homogeneous and of uniform colour. Required quantity of cement shall be mixed at one time and shall not be such as to exceed mortar amount that can be consumed within 30 minutes of its mixing.

19. Aggregate:

Aggregate shall be from hard stone of size as specified under item of Work. In general 30mm (1.25") maximum gauge aggregate shall be used for mass concrete in foundation and 19mm (3/4") and down gauge i.e. 13mm (1/2") in average, graded aggregate broken from stone crusher or pebbles for RCC Work. The Project Engineer shall approve the quality of the aggregate and if not shall be deported from the Site. The aggregate shall be brought to the Site from same approved quarry and crusher, in any condition if Contractor wants to change the quarry, the further approval shall require. In general, the other specification relating to aggregate shall follow standard practice of Department of Urban Development and Building Construction.

20. Bricks:

All bricks shall be of first class quality, approved by the Project Engineer. The bricks shall be free from grit and other impurities such as lime, iron and other deleterious salts, well burnt, copper coloured, sound, hard, square with sharp edges and shall give ringing sound when struck with a mallet. Machine made bricks shall be of best quality. Chimney made local bricks shall be of first class quality available, satisfying above-mentioned properties. Every lot the quality of the bricks shall be checked by the Project Engineer to ensure the quality of it.

21. Telia Bricks:

Telia bricks or tiles shall be of first class quality, having smooth, hard surface, regular in shape, sizes and uniform thickness and good colour. The tiles should be thoroughly burnt having sharp and square edges. They should be free from cracks, flaws and chips. They shall show a fine grained, dense texture and be free from lumps of lime, lamination, cracks, air holes, soluble salts, causing efflorescence or other defects which may in any way impair their strength, durability, appearance and usefulness for the purpose intended. They shall not have any part under-burnt.

They shall give a clear, metallic ringing sound when struck. All tiles shall have to be approved by the Project Engineer. Any tile not found up to the Specification shall be removed from the Site immediately at Contractor's own cost, representative samples of tiles to be used shall be submitted to the Project Engineer and his approval should be taken before bulk purchase. All tiles supplied shall confirm to the approved samples in all respect.

22. Steel:

The reinforcement shall be cold twisted deformed steel or TMT as per schedule, as approved by the Project Engineer. The reinforcement shall be free from fillings, loose rust, mill scale, paint, oil, grease, adhering earth or any other material that, in the opinion of the Project Engineer may impair the bond between the concrete and the reinforcement or that causes corrosion of the reinforcement or disintegration of the concrete.

Test certificates may be required from the suppliers, and in addition, the Contractor must undertake tensile and bending tests on random samples of the reinforcement delivered to the Site. All steel, which is represented by a sample, which fails to reach the minimum requirements as per standard code of practice is to be removed from the Site immediately.

23. Terrazzo Tile:

Terrazzo tile shall be of smooth surface, durable and of sizes and colours as per schedule. The sample should be approved by the Project Engineer before commencement of flooring work.

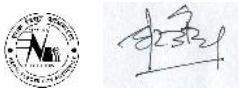
24. Scaffolding:

Scaffolding shall consist of well seasoned Sal wood planks or water proof plywood or steel plate with necessary battens, planks and metal props with accessories. All the scaffolding members shall be checked before installation for their strength and stiffness and tied up properly. It shall be fixed and tied together. In case of finished Work such as plastering, painting and distempering, no part of the scaffolding should touch the structure. Where ladders are used, gunny bags shall be tied up at the ends to prevent any damage to Work by sliding or tipping.

25. Timber:

Sal wood shall be used in general if other wise specified and shall be of the best quality available, perfectly dry, free from knots, cracks, shakes other defects and any appearance of rot.

26. Glass:



Glass shall be of approved make of thickness as stated in the schedule of quantities and visually clear when viewed from any direction. It shall be free from bubbles, waves and all other defects.

27. Oil Paints and Primers:

These shall be only of ready mixed type in sealed tins of approved makes as specified by Project Engineer.

28. Distempers and Primers:

These shall be only of ready mixed type sealed tins of approved makes as specified as specified by Project Engineer.

29. Cement Paints:

These shall be of approved brand in sealed tins or packages as specified as specified by Project Engineer.

30. Aluminium Work

All Aluminium shall be extruded aluminium section (Al. Mg. Si.) and shall conform to IS- 63400, AA-6063 unless otherwise directed. Aluminium sections shall be anodised and the anodic film shall be 12-15 microns. The colours shall be as directed.

31. Special Material:

If materials of a particular brand are specified in the Bill of Quantities, these shall be produced accordingly from the particular manufacture. These shall include materials such as bricks, tiles, bitumen and bituminous compounds, water proofing compounds, hardening compounds, special paints, acoustic and insulating boards and other finishing materials of approved makes. The responsibility for the use of these materials lies with the Contractor and he should avail himself of necessary guarantees from the manufacturer. Such guarantees as may be required by the Project Engineer shall be obtained by the Contractor and given to the Project Engineer. Specific brand names have been avoided, wherever possible. Where brand names have been used, they have been used merely to describe the nature of the desired materials and not used to endorse or indicate an preference for a particular product or manufacturer. Goods which have similar characteristics and provide performance and quality at least equal to those specified and conforming to IS standards are acceptable.

26. Test of Materials:

The Contractor shall at his own cost arrange and carry out the tests of materials to be used in the Works or any other tests as deemed necessary by the Project Engineer.

Work items:

1. EARTHWORK IN EXCAVATION IN FOUNDATION:

The Contractor shall examine the Site and ascertain for himself the nature thereof and the types of materials to be excavated.

1.1. Earthwork in excavation in the site development:

Due to uneven topography of the Site, the levelled ground shall be prepared with the formation level as indicated in the drawings or to such lesser or greater extent as the Project Engineer may advice. Excavated earth shall or shall not be placed within the premises of the project boundary. The Project Engineer may direct the Contractor to place excavated earth at particular filling area or to be dispose off.

The side slope in the excavated area must be maintained in the ratio of 2 Horizontal is to 1 vertical or as per drawing and must be 3 meter away from the edge of building.

1.2. Earthwork in Excavation in Foundation:

Foundation trench shall be due to the exact width and depth and levels as indicated in the drawings or to such lesser or greater extent as the Project Engineer may advice. Sides of trenches shall be vertical. In case the soil does not permit vertical sides, the Contractor shall protect side with timber shoring. Excavated earth shall not be placed within 1.5 meter of the edge of the trench. The Project Engineer may direct the Contractor to place excavated earth at a particular Site up to 30 meter away from the building. The bottom of the trench shall be perfectly levelled both longitudinally and transversely. The bed shall be lightly watered and **well-rammed with mechanical vibrator**. Excess digging if done through mistake shall be filled with 1:4:8 concrete. Water, if any accumulated in the trench, shall be baled out and all necessary precaution taken to prevent surface water from entering the trench.

Soft and defective spot in the trench shall be dug out and removed and filled with concrete or materials prescribed by the Project Engineer. If rocks or boulders are found during excavation, they should be removed and the bed trench shall be levelled and made hard by consolidating the earth, at no extra cost. Above mentioned items or any variation thereof from the Bills of Quantities shall be measured and valued by the Engineer as a variation. After the completion of foundation masonry, the remaining portion of the trench not filled by masonry shall be filled up with earth in layers of 15cm, watered and well-rammed. Such filling shall be free from rubbish, refuse matters and clods, surplus earth, if any shall be removed and site shall be levelled and dressed.

Trenches shall be measured as per drawings and rate shall be for complete Work including trench filling, for 30 meter lead and 1.5 meter lift including all tools and plants required for the completion of the work, removal of boulders, side shoring, pumping, and filling in voids by mass concrete (1:4:8) under (4) above etc.

No excavation or foundation work shall be filled in or covered up before the inspection and approval of the Project Engineer. The starting level for excavation shall be deemed to be ground level or such level as may be specified by the Project Engineer, before the commencement of the Work.

2. CONCRETE WORKS:

2.1. Code of Practice for Reinforced Concrete Work:

All Workmanship, materials and tests in connection with reinforced concrete Work are to be in conformity with Code of Practice where not inconsistent with these preambles. Generally a competent person shall be employed whose first duty will be to supervise all stages in the preparation and placing of concrete. All cubes shall be made and Site tests carried out under his direct supervision.

All materials, which have been damaged, contaminated or have deteriorated, or which do not comply in any way with the requirements of the Specification shall be rejected and shall be immediately removed from the Site. No materials shall be stored or stacked on suspended floors without the Project Engineer's prior approval. Sample of all materials may be asked to submit for approval of the Project Engineer. All condemned materials are to be removed from the Site within 24 hours.

Any cement which has failed the tests or which has been damaged by water or contaminated in any way on the Site shall immediately be put into bags and removed from the Site.

Fine aggregates and sand shall be clean, coarse, hard siliceous material and equal at all times to the samples which shall be deposited with and approved by the Project Engineer.

The caustic soda tests for organic impurities shall show a colour not deeper than of the standard solution. The setting test for natural sand shall be made as per standard code of practices. The Contractor shall supply all necessary equipment for the testing of fine aggregates and sand for the use of the Project Engineer.
Coarse aggregates shall be hard, clean gravel or broken stone from approved quarries or other similar approved materials and shall be free from earth, decomposed stone and extraneous matter. They shall be "Graded Aggregate" and either 25mm to 5mm or 12mm to 5mm unless otherwise specified. Thin, elongated, friable, flaky or laminated pieces, mica or shale shall only be present in such small quantities as not to affect adversely the strength and durability of the concrete.
The amount of fine particles occurring in a free state or as loose adherent shall not exceed 1% when determined by the laboratory sedimentation test. After twenty four hours in water, a previously dried sample shall not gain more than 10% in weight.

3.4 Aggregates Storage:

Each grade of aggregate shall be stored on the Works in separate heaps so that there shall be no possibility of any inter-mixing. Any materials which have become inter-mixed shall be removed from the Site forth with by the Contractor. The materials shall be stored on a timber or concrete floor and the piles shall be as large as possible, flat topped and drained.

3.5 Proportion of Concrete Mix:

The quantity of cement shall be measured by Volume and each batch of concrete is to use one or more whole bags. The quantity of fine aggregate and coarse aggregate shall be measured separately by volume or in approved weight-batching plant. The volume of damp aggregate must be adjusted to take into account the weight of water in the aggregates, and this in turn will affect the amount of water to be added into the mix. The Grade of concrete should confirm the respective strength as specified in the codes not the proportions of cement sand and aggregates.

3.6 Proportion of Fine Aggregate to Coarse Aggregate:

Generally 1:2 proportion of fine aggregate to coarse aggregate by volume but subject to an upper limit of 1:1.5 and lower limit of 1:3. The proportion of the aggregates should be adjusted to obtain suitable results.

3.7 Grades of the Concrete:

Plain and reinforced concrete shall be in four grades designated as M 100, M 150, M 200 and M 250.

3.8 Strength Requirement of Concrete:

N.S. mark awarded Ordinary Portland cement conforming to the accepted standards shall be used. The compressive strength requirements for the various grades of concrete shall be as specified bellow.

3.9 Concrete Test:

Preliminary

The Contractor on its own cost shall conduct the test in a laboratory on the trial mix of the concrete in the satisfaction of Project Engineer's representative in the laboratory with the object of

a. Designing the concrete mix one month before the actual concreting operation starts,
b. Determining the adjustment required in the designed mix when there is change in the materials used during the execution of the Work, or
c. Verifying the strength of the concrete mix.

Works Test

The Contractor on its own cost shall conduct a test either in the field or in the laboratory in the satisfaction of the Project Engineer of the specimens made on the Works. Throughout the carrying out the term of the Agreement, "Works Cube Tests are to be made from concrete drawn from newly laid concrete or concrete about to be placed in position, such cubes being made in the presence and guidance of the Project Engineer. Such cubes shall be made in 15cm cube steel or cast iron moulds and shall be marked and cured strictly in accordance with appendices of the code of practice, and shall be forwarded carriage paid in time for testing at the required age to a testing laboratory to be nominated by the Project Engineer. **Four cubes** shall be made on each occasion, concrete for each cube being from a different batch. Two cubes shall be forwarded in time for testing at the age of 7 days. Each cube shall be marked with the date of casting and a distinctive reference number in accordance with a system agreed by the Project Engineer. A record shall be kept of the position from which the concrete for each set of cubes was drawn, or to which it was about to be placed.
At least three sets of four cubes shall be cast during each week when concrete is being cast, including sets of cubes for each quality of concrete used during the period.
Concrete is required to have the properties and give the strength in Kg. per square cm as set out in the Table below, which is to be considered as the minimum standard that will be accepted in the finished Works.

Grade of Concrete	Quantity of cement : sand and aggregate required for 1 cu.m of Concrete					Minimum Crushing Strength in Kg/cm2	
	Cement	Sand	Aggregate Size				
			10 mm	20 mm	40 mm		
M 150	0.32 MT	0.445 M^3	0.11 M^3	0.22 M^3	0.52 M^3	105	150
M 200	0.40 MT	0.425 M^3	0.29 M^3	0.57 M^3	X	140	200
M 250	0.61 MT	0.425 M^3	0.21 M^3	0.64 M^3	X	175	250

The maximum mica content to give the minimum strengths specified in the table will be determined by means of trail mixes before the commencement of the concreting Works. The aggregates delivered to the Site during the execution of the Works will be tested for mica content in accordance with standard tests. Fine Aggregates and sand if found to have mica content in excess of the maximum permissible quantity they will be rejected and shall be removed from the Site at the Contractor's expense. Alternatively, the Contractor may at his own cost, increase the cement content up to a maximum of 10% above the nominal mix specified in the above table in order to achieve the specified strengths, except that no such concrete shall be placed before satisfactory 28 days cude tests have been obtained for that particular mix.

3.10. Unsatisfactory Concrete Work:

Should, in the opinion of the Project Engineer any of the results of the specified tests of concrete or materials be unsatisfactory, the Project Engineer may order the Work to be stopped pending their further instructions. Executed Work for which test results are

unsatisfactory shall be liable to rejection and, if so directed by the Project Engineer, the Work represented by the tests shall be cut out and re-execute at the Contractor's expense.

In the case of 7 days Works cube tests proving unsatisfactory; the Work may be stopped, but shall not be liable to rejection until the results of the 28 days tests are known. In the event of the results of the 28 days Works cube tests proving unsatisfactory, the Work represented shall be immediately liable to rejection.

Should the average strength of these specimens attain the specified minimum 28 days strength, the Work will, subject to the Project Engineer's discretion, be accepted. Alternatively, the Project Engineer may instruct the Contractor to make a loading test as described hereinafter. The cost of all such preparation, testing and making good the portions of the structure affected, shall be borne by the Contractor. The cost of all delays on Site due to concrete not attaining the desired strength, or caused by investigation of defects, cutting away and making good, shall be entirely the Contractor's responsibility.

3.11. Structural Test:

If, in the Project Engineer opinion, there is a doubt as to the strength of a structure, solely or in part, for the reason that the Site-made concrete cubes fail to attain the specified strength, or because of one or more circumstances attributable to alleged negligence on the part of the Contractor, then the Project Engineer shall instruct the Contractor to make a loading test on the Works or any part thereof. If the results of the test is satisfactory, except where the test has been made because test cubes fail, the Contractor shall be reimbursed for the cost of the test. If the result of the test is not satisfactory, the Contractor shall bear the cost of the test and the cost of correcting any defects in accordance with the instructions of the Project Engineer.

3.12. Normal Finish to Faces of Structural Concrete:

After removal of shuttering, unless instructed to the contrary, the face of exposed concrete is to be rubbed down immediately to remove fins or other irregularities. In the event of part of the concrete being honeycombed, such portions are to be cut to a depth and shape required by the Project Engineer and made up with fine concrete of equal quality in such a manner as shall be directed. The face of concrete for which shuttering is not provided, other than slabs, is to be smoothed with a wooden float to give a finish equal to that of the rubbed down surface where shuttering is provided.

3.13. Fair-faced Concrete:

Where so described or measured, faces of concrete shall be finished fair by means of form Work lined with approved hard board, so as to produce a perfectly true surface and shall have all imperfections on the concrete face cut out, made good in cement mortar to match the texture and colour of the concrete and rubbed down with carborundum stones dipped in cement grout to finish clean and smooth to a high standard, without trace of shuttering marks, joints or other disfigurements.

3.14. Holes, Pipes, etc.:

The Contractor shall be responsible for co-ordinating the incorporation of electrical conduits, pipes, fixing blocks, chases, holes, etc., in concrete members as required. The Contractor shall submit full details of these items to the Project Engineer for approval before the Work is put in hand. Concrete fixing blocks may be embedded in the concrete provided that the strength or effective cover of any part of the structure is not adversely affected or the finished Work damaged by any movement of the blocks. All fixing blocks, chases, holes, etc., to be left in concrete shall be accurately set out and cast with the concrete. No openings, chases, holes or other voids shall be cut or formed in concrete without the approval of the Project Engineer.

3.15. Mixing:

Concrete is to be mixed in a batch mixer of approved type having a drum rotating about a horizontal or inclined axis. The speed of the drum is to be not more than twenty and not less than fourteen revolutions per minute.

The fine and coarse aggregate and the cement are to be mixed for at least four turns of the drum, after which the required amount of water is to be added gradually while the drum is in motion and the concrete then mixed for at least one and a half minutes and until of uniform colour and consistency.

The volume of concrete mixed in any one batch is not to exceed the rated capacity of the mixer.

The whole of the mixed batch is to be removed before materials for a fresh batch enter the drum.

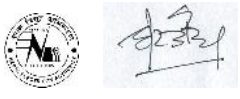
On cessation of Work, including all stoppages exceeding 20 minutes the mixers and all handling plant are to be washed out with clean water. Concrete mixed as above is not to be modified by the addition of water or other wise in order to facilitate handling, or for any other purpose. A least one slump test shall be made each day as concreting is in progress under the supervision of the Project Engineer. The slump shall not exceed 7.5 cm.

3.16. Transporting:

Concrete is to be handled from the place of mixing to the place of final deposit as rapidly as practicable by the methods which will prevent segregation or loss of ingredients. It should be deposited as nearly as practicable in its final position to avoid re-handling or flowing. Concrete shall be placed in the forms from as small a height as possible and shall in no case be dropped from a height of more than 1.8 meter except with the approval of the Project Engineer. When chatting is used, the inclination of the chute must be such as to allow the concrete to flow without the use of excessive water & without segregation or loss of the ingredients. Details of any proposed chatting plant must be approved by the Project Engineer before the plant is delivered to the Site.

Reinforcing Steel

TMT or Cold deformed steel rod reinforcement shall comply with Standard code of practice.



Test certificates may be required from the suppliers, and in addition the Contractor must undertake tensile and bending tests on random samples of the reinforcement delivered to the Site. All steel, which is represented by a sample if fails to reach the minimum required tensile strength is to be removed from the Site immediately.
The steel shall be stored so that it is kept clean and reasonably free from rust.
All metal for reinforcement is to be free from loose mill scale, loose rust, oil and grease, or other harmful matter immediately before the placing of the concrete.
All reinforcement is to be placed and maintained in the position shown on the drawings. Some definite method of ensuring the amount of cover required by the designer must be agreed between the Contractor and the Project Engineer.
All bars are to be bent cold. Starter bars are to be positioned accurately. All crossing of bars are to be securely wired. The prices of all bar reinforcement are to include for cutting to lengths and for all bending, hooked ends, etc., and for placing in position with distance pieces were necessary to ensure the rigidity of the bars and for tying together with approved wire in order to prevent displacement during concreting, and for rolling margins.
The placing of all reinforcement shall be checked by the Project Engineer and in no circumstances is concrete to be deposited around any steel that has not been approved. At least 24 hours notice shall be given to the Project Engineer that reinforcement will be ready for inspection.
Where bending schedules are provided, the measured weight of reinforcement for purpose of payment will be taken from the bending schedules and the Contractor must make due allowance in his rates for rolling margins and all the foregoing items and labours, including cutting to waste from random lengths. As for the lap of the reinforcement the Project Engineer in charge shall check the numbers of the lap actually provided at the Site before casting and the final quantity for the lap shall be approved on the bar schedule for final payment.

3.17. Cover to Reinforcement:

The thickness of the concrete cover to reinforcement shall be as directed by the Project Engineer. Some approved method of ensuring the correct amount of cover shall be used.

3.18. Spacing Blocks Chairs, etc.:

Properly formed spacing blocks of concrete with wire ties or other approved means shall be securely wired or attached to the reinforcing bars to ensure the maintenance of the proper cover of concrete. These shall be dense concrete left with a wire brushed surface or be dipped in grout before fixing. These blocks are particularly important where the surface of the concrete is exposed to the weather or dampness. The Contractor must ensure that the bars are securely fixed so as to maintain their indicated positions during the progress of pouring, tamping or vibration of concrete. Proper chairs as per the instruction from Project Engineer bars are to be provided to support top steel in slabs. Steel in walls and similar members is to have adequate horizontal spacers or as per direction at Site from Project Engineer. This steel for this chairs shall be counted before the casting of the proposed concreting and the approved quantity will be add to the bar schedule.

4. BRICK WORK:

4.1. Brick Work:

Generally all bricks must be obtained form chimney or machine made as stated in BOQ and are referred to as "Standard" bricks nominally 23cm x 11cm x 7cm or equivalent first class bricks as approved by the Project Engineer.
The bricks shall be best quality well burnt bricks, true to shape, with square arise and of uniform size and such that four courses of brick Work (when built) rise 26cm.
Sample bricks are to be submitted to the Project Engineer for approval and the Project Engineer will reject any bricks delivered to the Site which in his opinion are not of the same quality, shape or colour as the approved sample.

4.2. Walling Finish:

Where walling is to be finished with a fair face, the bricks are to be selected so that the exposed face is free from defects and the joints finished flush as the Works proceed. The faced Work shall be kept perfectly clean and no rubbing down of brick Work will be allowed.
Where brick Work is to be plastered the joints shall be raked out as the Work proceeds.

4.3. Walling Building:

Bricks shall be wetted before being laid and the top of walling where left off shall be wetted before re-commencing building. Walls to be kept wet seven days after building, bricks shall be well buttered with mortar before being laid and the brickwork carried up evenly course by course so that no part is allowed to be carried up more than one meter higher at any time than any other part.

4.4. Setting out Walling:

The Contractor shall provide proper setting-out rods and set out all Work on same for corners, openings, heights, etc. and shall build the walls and piers etc. to the width, depth and height as shown on the drawings and as directed and approved by the Project Engineer.

4.5. Bonding Walls:

Load bearing brickwork generally shall be of Standard practice bond and reinforced as shown on the detailed drawings. One brick walls (nominal thickness 23cm) shall be in English Bond and half brick walls (nominal thickness 11cm) in Stretcher Bond. No broken bricks or bats shall be used unless required to form bond. All perpends, quoins, reveals and other angles of walls shall be built strictly true and square.

4.6. Mortar:

Unless otherwise specified, all mortar shall consist of cement and sand in the proportion as described in the Bill of Quantities.
The ingredients of mortars shall be measured in proper gauge boxes on a boarded platform all being mixed dry and again whilst adding water. All mortars shall be thoroughly mixed to a uniform consistency with only sufficient water to obtain a plastic condition suitable for towelling. Mortar which has commenced to set shall not be used or knocked up again for use.

4.7. Filling for Brick Work:

Where brick Work cavities are specified to contain reinforcing bars they shall be filled with concrete mix as specified. The filling shall be placed and consolidated in section not exceeding 1 meter in height. Cavities that are to be filled shall be kept free of all mortar droppings.

4.8. Brick Lintels:

Lintels over doors and under openings except where in concrete shall be formed in brick Work by reinforcing the three courses immediately above the opening with steel wire reinforcement resting 45 cm at either end of the opening and the rates are to include for any necessary centring.

4.9. Putlog Holes

All putlog holes shall be not less than one course deep and carefully filled with bricks cut to fit size of opening with beds and joints filled with mortar well tamped in after scaffolding is removed.

4.10. Keeping Clean

The Contractor shall allow in his rates for keeping the fair faced brick work free from mortar at all times and for cleaning the work at completion.

4.11. Sliding Joints

Where sliding joints are indicated on the drawings two layers of bitumen coated galvanised steel sheet shall be provided.

5. WOOD WORKS

5.1. General

Timber for carpentry and joining shall be of salwood of best quality, free from saps, fissures, knots, sare and/or other defects. All beams and scantling shall be sawed along grain and under no condition beams, rafters, wall plates, blocks etc. shall be sawed across grain. All timber and assembled wood Work shall be protected from weather for which temporary shed shall be built. All timber shall be stored at least 75 cm above ground level or more, if deemed necessary, and individual members shall be separated by strips so that air may circulate around all four sides. All wood Work except door/window frames or ceiling shall be painted with two coats of creosote conforming to IS 218 1952.

(A). Doors and Windows Frames All doors and windows frame shall be planed at three exposed sides, and neatly and truly finished to the exact dimension in all side as given in drawings. All joints shall be mortise and tenon (Single) with wedges. Glue of approved quality shall be applied at all joints before clamping. All frame shall be 6cm x 12.5cm finished and shall be rebated single/both sides or as in drawings.

All door and window frames shall be placed truly vertical and in position as shown in drawings. No gap shall be left between jamb and inner face of the frame. Holdfast of size as shown in drawings shall be fixed to frames and of size as shown in drawings shall be fixed to frames and concreted by 1:2:4 c.c. in the wall. Measurement of wood work under this heading shall be in volumes for the finished work fixed in position all complete.

(B). Shutters/Panels/Leaves (Joinery)

The shutters may be fully panelled, fully glazed, partly glazed and partly panelled, battened or venetian as specified. Styles and panels shall be neatly planed and truly finished to exact dimensions. Styles and rails shall be framed properly and accurately with mortise and tenon joints and fixed with bamboo pins as per drawing. Panels shall be of one piece without any joints and shall be housed with 12mm insertion into rails and styles.

Panels shall be of thickness as specified in the drawing. All rails above 10cm in width shall have double tenon. No tenon shall exceed 6mm the thickness of the member. In case of swing door, seeing door hung in lace shall not be rebated together. It shall be fitted with vision peerless.

5.3. Carpentry and Joinery

Timber

Generally the timber for carpentry and joinery shall be salwood of the best quality obtained form an approved saw mill.

The timber shall be reasonably straight grained.

All timber for the Works is to be purchased immediately after the contract is signed and is to be opened stacked for as long as possible before use or kiln drying.

All timber as it arrives on the Site shall be inspected by the Project Engineer, and any timber brought on to the Site are not approved must be removed forthwith.

All timber and assembled wood work shall be protected from the weather and stored in such a way as to prevent attach by termites, insects or decay fungi.

Insect Damage

All timber shall be free from live barer beetle or other insect attack when brought upon the Site. The Contractor shall be responsible to the end of the maintenance period for executing at his own cost all Work necessary to eradicate insect attack of timber which becomes evident, including the replacement of timber attached or suspected of being attacked, not with standing that the timber concerned may have already been inspected and passed as fit for use.

Seasoning of Timber

All timber shall be seasoned to a moisture content of not more than 22% for carpentry and 15% for joinery. The Contractor's price must include for any kiln drying that may be necessary the achieve these figures.

Inspection and Testing

The Project Engineer shall be given facilities for inspection of all works in progress whether in Workshop or on Site. All timber as it arrives on the Site and not approved by them must be removed forthwith, failing which the Employer, with the advise of the Project Engineer, may arrange for the removal of the rejects and impose of them as they may consider advisable at the Contractor's expenses.

Notwithstanding approval having been given as above, any timber incorporated in the Works found to be in any way defective before the expiry of the maintenance period shall be removed and renewed at the Contractor's expense. The Contractor is to allow for testing or prototypes of special construction units and the Project Engineer shall be at liberty to select any samples they may require for the purpose of testing i.e. for moisture content, or identification of species, strength, etc.

Where timbers need to be extended into a wall, they shall be thoroughly "Brush Treated" with a wood preservative approved by the Project Engineer, and as much clear air space maintained around the timber where it adjoins the wall as possible.

Clearing Up

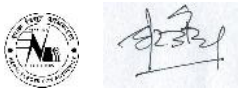
The Contractor is to clear out and destroy or remove all cut and shavings and other wood waste from all parts of the building and the Site generally, as the work progress and at the conclusion of the work.

5.3.1. Carpentry

All carpentry shall be executed with workmanship of the best quality. Scantlings and boarding shall be accurately sawn and shall be of uniform width and thickness throughout. All carpenter's work shall be left with sawn surface except where particularly specified to be wrought.

All carpenter's work shall be accurately set out in strict accordance with the drawings and shall be framed together and securely fixed in best possible manner with properly made joints. All necessary brads, nails and screws, etc. shall be provided as directed and approved.

Actual dimensions of scantlings for carpentry shall not vary from the specified dimensions by more than 3mm in deficiency or excess but must be uniform throughout. Boards 25mm thick or less shall hold up to the specified sizes. All timbers shall be as long as possible and practicable, in order to eliminate joints.



5.3.2. Joinery

Generally all joiners' work shall be accurately set out on boards to full size for the information and guidance of the artisans before commencing the respective works, with all joints, iron work and other works connected therewith fully delineated. Such setting out must be submitted to the Project Engineer and approved before such respective works are commenced.

All jointer's work shall be cut out and framed together as soon after the commencement of the building as is practicable, but is not to be wedged up or glued until the building is ready for fixing same. Any portions that warp wind or develop shakes or other defects within twelve months after completion of the works shall be removed and new fixed in their place on Contractor's own expense.

All work shall be properly mortised, tennoned, housed, shouldered, dovetailed, notched, wedged, pinned, braided, etc., as directed and to the satisfaction of the Project Engineer and all properly glued up with the best quality approved glue.

Joints in joinery must be as specified or detailed, and so designed and secured as to resist or compensate for any stresses to which they may be subjected. All nails, springs, etc. are to be punched and puttied. Loose joints are to be made where provision must be made for shrinkage, glued joints where shrinkage need not be considered and where sealed joints are required. Glue for load-bearing joints or where there is damp conditions must be of the resin type. For non-load-bearing joints or where dry conditions may be guaranteed casein or organic glues may be used. All exposed surfaces of joinery Work shall be wrought and all arises "eased-off" by planning and sand papering to an approved finish suitable to the specified treatment.

Dimensions

Joinery shall hold up to the specified sizes and as measured.

Fixing Joinery

All beads, fillets and small members shall be fixed with round or oval brads on nails on nails well punched in and stopped. All large members shall be fixed with screws; the heads let in and palliated to match the grain.

Unless otherwise specified, plugs of external work shall be of hardwood, plugs for internal work may be of softwood. Holes for plugging must be made with a proper drilling tool and the holes completely filled with the plugging material.

Unless otherwise specified all skirting, window, grounds and backings for same, fillets etc. shall be plugged at intervals not exceeding 60cm.

Budding Joiner

All door and window frames, sills, wooden bars etc., which are fixed to brickwork, concrete by means of grounds, lugs, etc., shall be bedded solid in mortar as previously described and pointed with a recessed joint 6mm deep to the approval of the Project Engineer.

Plywood's, Blackboards, Chipboards etc., shall be of a standard quality. They shall be bonded with synthetic resin or "interior" type unless otherwise stated. Where stated to be "exterior" type, they shall be weatherproof. All exposed edges of blackboard and clipboard shall be lipped with hardwood as described below.

Samples of all such materials and their source of manufacture must be approved by the Project Engineer before used in the works.

Plastic Sheeting

Shall be approved laminated sheeting 1.5mm thick, securely fixed by means of Aerodux 185 adhesive, and in colours approved by the Project Engineer.

Flush Doors

All flush doors shall be of approved solid core construction finished with 4mm approved plywood for painting (unless otherwise described) and lipped all round with hardwood 12mm thick.

Where described as "External Quality" flush doors are to be finished with weatherproof plywood as before described and sample doors must be approved by the Project Engineer before the doors are completed.

5.3.3. Ironmongery

All locks and Ironmongery shall be fixed with screws, etc., to match. Before the woodwork is painted, handles shall be removed, carefully stored and re-fixed after completion of painting and locks oiled and left in perfect working order.

Prices for fixing locks must include for organising master-keying systems if required and all keys shall be labelled with door references marked on approved labels before handling the Project Engineer on completion.

Hardware

All panels except where specified in the drawing shall be fitted with frames having steel double breasted butt hinges. Window frames shall have three 7.5cm / 2.00 mm thick hinges on each panel whereas the size of hinges for door panels shall be as follows:

Width of panels (up to 75cm) - 10cm double breasted butt hinge, 2.00mm thick, 3 nos.

Width of panels exceeding 75cm - 12.5cm double breasts butt hinges, 2.25mm thick, 3 nos.

Following shall be the size of the screw:

For 7.5cm hinges	-	25mm long No. 8
For 10cm hinges	-	30mm long No. 9
For 12.5cm hinges	-	45mm long No. 10

Above No. refers to Nettle folds or equivalent screws only.

Doors shall be fitted with double-action automatic hydraulic door closers wherever instructed.

Tower Bolt

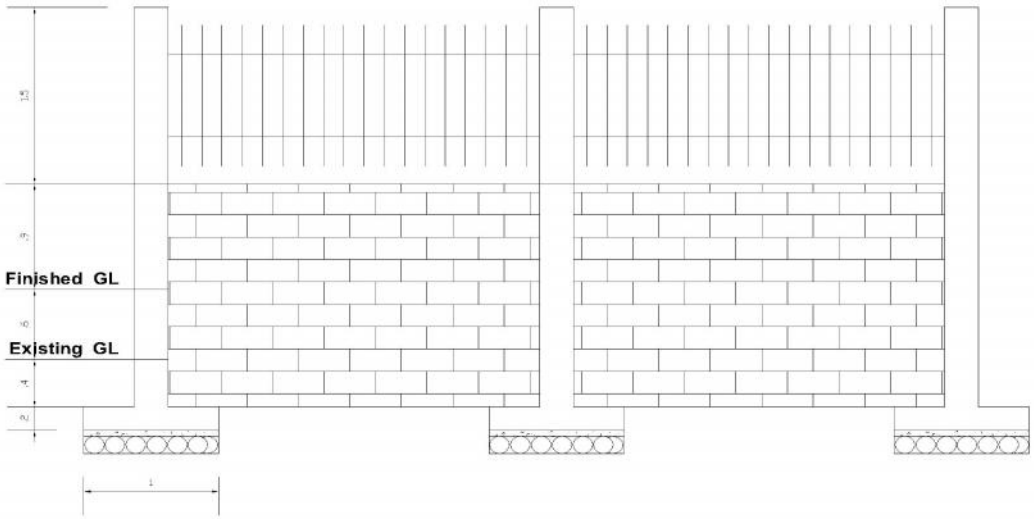
All tower bolts shall be of aluminium with bolt casted monolithic with the handle. Following shall be size of the tower bolt.

Windows Panels	15cm top and bottom
Door	15cm top
	15cm bottom (wherever necessary)

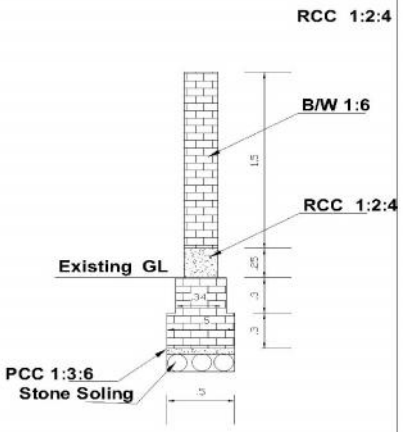
All screws shall be of Nettle fold or equivalent suitable lengths and diameter.

All doors shall be provided with handle on both sides and all windows with handles on the inner side only. Door handled shall be minimum 15cm clear inside and window handle 10cm clear.

Section VII. Drawings



ELEVATION



WALL SECTION

NEPAL ELECTRICITY AUTHORITY BIRATNAGAR REGIONAL OFFICE BITATNAGAR, MORANG	**BOUNDARY WALL CONSTRUCTION**	DRAWN BY: N.K. YADAV CHECKED BY: RECOMMENDED BY: APPROVED BY:	**LOCATION:** BIRATNAGAR	**LEGEND** **ALL DIMENSION ARE IN METER UNLESS NOTIFIED**	**DATE:** **DWG. NO: 01** **SCALE : Not to Scale**

Section VIII. Bill of Quantities

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Service Directorate
Biratnagar Regional Office

BILL OF QUANTITIES

ACTIVITY: Boundary Wall Construction Work
Sealed Quotation No. NEA-BRO-2073/074-04 (SQ)
Location: Biratnagar Regional Office, Biratnagar

Item No.	Description of Item	Unit	Q'ty	Rate/Unit NRs.	Rate per Unit in Words (NRs)	Amount NRs.	Remarks
1	Earth work in excavation in trenches, foundations etc. in boulder mixed soil including timbering and shoring if necessary, dressing of sides, lift upto 1.5 mtr including stacking of excavated material at least 5 m mtr. Clear & backfilling with excavated material all complete.	m3	21.90				
2	Stone soling in foundation & floor laid in line & level all complete as per instruction of Engineer	m3	3.14				
3	Plane cement concrete in 1:3:6 ratio (M10/40) under wall, floor & column foundation etc. including protection of sides, laying compacting, curing with all complete as per instruction of site engineer	m3	1.42				
4	Brick masonry work in (1:6) cement sand mortar with approved quality first class chimney made bricks in perfect line and level including wetting the bricks,packing the joints and curing with necessary scafolding work, including supplying of all materials, labour, lead and lift, Work all complete as per the drawing, specification and instruction of site incharge	m3	9.56				
5	Providing mixing laying, compacting and curing of M 15/20 grade plain cement concrete for RCC as per specification, drawing and instruction of Engineer	m3	8.27				
6	Formwork & Centering and shuttering with approved materials such as wooden/Plywood shuttering for all R.C.C.works of such as wooden shuttering for all R.C.C.works of any shape size and at any level with necessary propping, scaffolding, staging, supporting, Cutting holes for utilization works etc. all complete as per direction of Engineer.	m2	67.02				

7	Straightening, cleaning, cutting and bending of tor steel reinforcement bar of different diameter for R.C.C: work including fixing in position all completeas per the site incharge, drawing, specification and instruction of Engineer	kg	909.34				
8	12.50mm thick Cement sand plaster 1:6 in perfect line & level with top quality finish including necessary scaffolding, raking the joint, wetting the surface & curing the plastered surfaces with all complete.	m2	62.10				
9	Providing and application of two coat of exterior weather paint over one coat of primer as per specification, drawing and instruction of Engineer	m2	62.10				
10	Providing and fixing compound gate with plain sheet (35 kg/m2) including lettering , painting all complete as per instruction of Engineer	m2	12.50				
11	Supply and fixing mild steel strip (50x10)mm for grill works as per drawing and instruction of Engineer	kg	225.00				
					Total		
					13 % VAT		
					Total with VAT		

Grand Total in words including VAT

Note: Rate quoted shall be considered exclusive of VAT

Authorized Signature of Bidder **Seal of Bidder**

Name of Firm
Name of Bidder

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 *[name of Contract]* (hereinafter called "the bid").

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

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

The conditions of this obligation are:

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

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

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

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

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

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

This Guarantee will remain in force up to and including the date *[number]* days[2] 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]

[2] *75 days after* submission bids as per the provision of PPR 2007.. *The date should be inserted by the Employer before the bidding documents are issued.*

Performance Bank Guarantee

To: *[name and address of Employer]*

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

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

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

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of *[amount of Guarantee] [amount in words]*[3] 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]*[4] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Signature and seal of the Guarantor _____

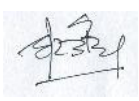
Name of Bank _____

Address _____

Date _____

[3] *An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated in Nepalese Rupees.*

[4] *The Unconditional (or "On-Demand") Bank Guarantee has the merit of simplicity and of being universally known and accepted by commercial banks. The contracting community, however, strongly objects to this type of Security because the Guarantee can be called (or threatened to be called) by Employers without justification. Employers should recognize the contractual conditions governing nonperformance by the Contractor and should normally act only on the advice of the Project Manager in calling a Performance Guarantee.*



Bank Guarantee for Advance Payment

N/A

Section X.Declatation Form (For E-bidding)

Nepal Electricity Authority
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 Manufactures Authorization					
14	Business License of Manufacturer/s	1				
		2				
		3				
		4				
15	User Certificate/s (Manufacturer)	1				
		2				
		3				
		4				

16	ISO Certificate	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				