

BIDDING DOCUMENT

FOR

THE PROCUREMENT OF

**Design, Supply and Construction of Boundary Fencing with Gates at Palpa 220kV
Substation**

Sealed Quotation

Issued by:

NEA. Palpa 220Kv SSP

Kharipati Changu Bhaktapur

Sealed Quotation Number

PALSS/NEA/SQ-2082/83-01

Issued On

30-04-2026

Abbreviations

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

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Invitation for Sealed Quotation

Name of the Office: NEA. Palpa 220Kv SSP

Address of the Office:
Kharipati Changu Bhaktapur

Sealed Quotation No: PALSS/NEA/SQ-2082/83-01

Date of Publication : 30-04-2026

1. The NEA. Palpa 220Kv SSP invites sealed quotations from registered contractors for the construction of Design, Supply and Construction of Boundary Fen....
2. The Estimated amount for the works is (in NRs.): 1,773,321.40 (Exclusive of VAT and Contingencies)
3. Eligible Bidders may obtain further information and inspect the Sealed quotation Forms at the office of NEA. Palpa 220Kv SSP at Kharipati Changu Bhaktapur or by reaching out to them at Telephone 9845039013 or by dropping a mail at palpa220kv@nea.org.np [or may visit PPMO website www.bolpatra.gov.np.]
4. Sealed Quotation Forms may be purchased by eligible Bidders on the submission of a written application and upon payment of a non-refundable fee of 1000.0 NRs.

Or

Bidder who chooses to submit their bid electronically shall deposit the cost of bidding document in the account specified below:

Name of the Bank: Nabil Bank Ltd.
Name of the Office: NEA. Palpa 220Kv SSP
Office Code no:
Office Account no: 00201017505758
Rajaswa (revenue) Shirshak no:

5. Sealed bids must be submitted to the above office by hand or through e-GP system i.e www.bopatra.gov.np/egp on or before 15-05-2026 12:00 hours . Bids received after this deadline will be rejected.
6. Sealed Quotations shall be opened in the presence of Bidders' representatives who choose to attend at 15-05-2026 14:00 hours at the office of NEA. Palpa 220Kv SSP, Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of NRs.40000.00 which shall be valid for 30 days beyond the validity period of the bid i.e 75 days.
7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.

[Note : As mentioned in clause 49ka of PPR 2064 clause 49ka ,add more relevant information as per required]

Section - II
Instruction to Bidders

Section I. Instruction to Bidders(ITB)

<p>1. Scope of Works</p>	<p>1.1 The Employer stated in the BDS for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of <i>Employer, name of project and contract identification number of Contracts</i> are provided in the BDS.</p>
<p>2. Eligible Bidder</p>	<p>2.1 This Invitation for Bids is open to all registered contractors with eligibility criteria specified in section III Eligibility Criteria. A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</p> <p>2.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.</p> <p>2.3 Firms shall be excluded if the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV shall not be eligible to participate in procurement process till the concerned Court has not issued the decision of clearance against the Corruption Charges</p>
<p>3. One Bid per Bidder</p>	<p>3.1 Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.</p>
<p>4. Cost of Bidding</p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.</p>
<p>5. Site Visit</p>	<p>5.1 The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.</p>
<p>6. Content of Quotation Form</p>	<p>6.1 The Quotation Form comprise the documents listed below: Section I: Instructions to Bidders Section II: Bid Data Sheet Section III : Eligibility Criteria Section IV: Bidding Forms Section V: Works Requirements Section VI: Bill of Quantities Section VII: General Conditions of Contract (GCC) Section VIII: Special Conditions of Contract (SCC) Section IX: Contract Forms</p>

7. Clarification	7.1 A prospective Bidder may obtain clarification on the Quotation Form from the Employer on or before 5 days prior to the deadline for submission of quotation.
8. Language of Bid	8.1. All documents relating to the bid shall be in English /Nepali.
9. Documents Comprising Bid	<p>The bid by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> • Letter of Bid • Eligibility Information/Document • Bid Security and • Priced Bill of Quantities
10. Bid Prices	<p>10.1 The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid separately by the Employer.</p> <p>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.</p>
11. Bid Validity	11.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
12. Bid Security	<p>12.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.</p> <p>12.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid</p> <p>12.3 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>12.4 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> (a) a Bidder requests for withdrawal during the period of bid validity specified by the Bidder on the Letter of Bid, after bid submission deadline. (b) a Bidder changes the prices or substance of the bid while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 27; (d) the successful Bidder fails to:

	<p>(i) furnish a performance security in accordance with clause 25 and 26;</p> <p>(ii) sign the Contract in accordance within the period stipulated in Letter of Acceptance;</p> <p>or</p> <p>(iii) accept the correction of arithmetical errors pursuant to clause 21.1</p>
13. Format and Signing of Bids	13.1 The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
14. Sealing and Marking of Bids	<p>14.1 Bidders may submit their bids by hand copy or by electronically. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Bidders submitting bids by hand copy: The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.</p> <p>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</p>
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Employer at the address no later than the time and date specified in BDS .
16. Late Bids	16.1 Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal of Bids	17.1 Bids once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS . The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid.
20. Examination of Bids	20.1. Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Bids	21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:

	<p>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.</p> <p>(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above.</p> <p>21.2 In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its bid by the date and time set in the Employer’s request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p> <p>21.4 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder’s bid shall be excluded during the evaluation.</p>
<p>22. Award of Contract</p>	<p>22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 if the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded or extremely low in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract or may consider the bid as non-responsive.</p>
<p>23. Employer's Right to Accept any Bid and to Reject any or all Bids</p>	<p>23.1 The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p>
<p>24. Notification of Award and</p>	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer.</p>

<p>Signing of Agreement</p>	<p>24.2 The notification (hereafter called the “Letter of Acceptance”) to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder’s Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
<p>25. Performance Security</p>	<p>25.1. Within seven (7) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<p>26. Additional Securities</p>	<p>26.1 The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, front loaded or unbalanced. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder’s failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest evaluated Bidder.</p>
<p>27. Corrupt or Fraudulent Practices</p>	<p>27.1 The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p>
<p>28. Conduct of Bidders</p>	<p>28.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN’s Procurement Act and Regulations.</p> <p>28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ol style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) Interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

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

Section - II
Bid Data Sheet

Bid Data Sheet

ITB 1	The scope of work is : WORKS SEALED QUOTATION
ITB 1	The number of the Invitation for Bids is : PALSS/NEA/SQ-2082/83-01
ITB 1	The Employer is : NEA. Palpa 220Kv SSP
ITB 11	The bid validity period shall be: 45 days.
ITB 12.1	The Bidder shall furnish a bid security, from 'A' class commercial bank with a minimum of 40000.00, which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2	<p>Cash Deposit Account for Bid Security :</p> <p>Bank Name: Nabil Bank Ltd.</p> <p>Bank Address: New Baneshwor, Kathmandu</p> <p>Account Name: NEA PALPA 220KV SUBSTATION PROJECT</p> <p>Account Number: 00201017505758</p>
ITB 14.1	<p>Bidders shall have the option of submitting their bids electronically.</p> <p>Electronic submission procedure shall be :</p> <ol style="list-style-type: none"> i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline. ii. Interested bidders may either purchase the bidding document from the employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system. iii. The registered bidders need to maintain their profile data required during preparation of bids. iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid. v. The bidder can prepare their bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity. vi. Bidders should update their profile data and documents required during preparation and submission of their bids. The required forms and documents shall be part of technical bids. <ol style="list-style-type: none"> 1. Letter of Bid (Mandatory) 2. Bid Security/Bank Guarantee (Mandatory) 3. Company registration (Mandatory) 4. VAT registration (Mandatory) 5. Tax clearances certificate or evidence of tax return submission (Mandatory) 6. Power of Attorney of Bid signatory (Mandatory) 7. Completed BoQ (Mandatory) 8. Bank Voucher for cost of bid document (Mandatory) 9. Additional documents specified in Bidding Document (If required) <p>Note : The documents specified as "Mandatory" should be included in e-submission.</p> <ol style="list-style-type: none"> vii. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission. viii. For verifying the authentic user, the system will send one time password in the registered email address of the bidder. System will validate the OTP and allow bidder to submit their bid. ix. Once bid is submitted, bidders won't able to modify/withdrawal their bid. x. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids : The e-submitted bids must be readable through PDF reader. The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e-submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility. When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.
ITB 15	<p>The deadline for Sealed Quotation submission is: 15-05-2026 12:00</p> <p>Address: Kharipati Changu Bhaktapur</p>

ITB 18	<p>The bid opening shall take place at : Address :Palpa 220 kV Substation Project Nepal Electricity Authority(NEA) NEA Training Center, Kharipati, Changunarayan, Bhaktapur Nepal Date and Time:15-05-2026 14:00</p> <p>a) e-GP system allows to download the bid response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening. b)The Employer shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend</p>
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Section - III
Eligibility Criteria

Eligibility Requirements

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

- 1 Firm/Company Registration Certificate
- 2 Business Registration Certificate (License)
- 3 PAN/VAT Registration Certificate
- 4 Tax Clearance Certificate/ Extension Letter/Tax return submission evidence for the F/Y 2081/82
- 5 Power of Attorney
- 6 Letter of Bid

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 2of the Instructions to Bidders. This information shall not be incorporated in the Contract. Attach additional pages as necessary.

Section - IV
Bidding Forms

Letter of Bid

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

Date:

Name of the contract:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

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

Name:

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Bid Security

Bank Guarantee

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

(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: name and address of Employer.....

Date:.....

Bid Security No.:.....

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

Note:

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

Section - V
Works Requirements

Scope of Work

Specifications

Notes on the Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is encouraged by the Funding Agency in case of funding assisted projects. Most specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. The available standard specification of works of Ministry of Physical Infrastructure and Transport, DoLIDAR and Other line Ministries can be adopted for respective civil construction works.

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

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

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

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

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

Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 30 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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

Technical Specification for Boundary Fencing with gate at Palpa 220kV Substation Project

Project Location:

Maadi Phant

Baganaskali Ga.Pa. 01

Palpa, Nepal

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1. Scope of Work

Boundary Fencing

- The contractor shall fence the substation boundary using high standard double stranded galvanized barbed wire. The height of the galvanized barbed wire fencing shall be 1.8m with metal angle post 50 x50x6 mm of 2.4m height on 3 m c/c spacing and closed with metal gate. Foundation of each metal post shall be at least 0.6 m deep completed with 1:2:4 PCC.
- Site clearing, site grading and stripping for related works.
- Site Installation,
- Design, Analysis, Supply and Installation for compound boundary Fencing and gate.
- Supply and installation of miscellaneous outdoor facilities
- Preparation of field quality plans, Testing and quality control measures of all materials
- All associated and necessary civil and architectural works to complete the specified scope of work
- The design, analysis and drawing for site installation for related works shall be approved by Employer before any construction work takes place at substation site
- Preparation and submission of As-Built drawings in soft editable as well as hardcopy.

2. General Notes to the Contractor

This specification covers the general requirements for exploration, design, supply, construction and field testing of substructure and superstructure of compound wall fencing and associated civil works.

The Contractor shall perform all the works to meet the requirements of these Specifications, the attached drawings and all the relevant Articles in these Contract Documents.

2.1 Standard and References

All equipment, materials, fabrication and tests under these Specifications shall conform to the latest applicable standards, manuals and Specifications contained in the following list or, to equivalent applicable standards, manuals and Specifications, established and approved in the country of manufacturer, and approved as equal by Employer.

ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standard Institute
ASCE	American Society of Civil Engineers

ASTM	American Society for Testing Materials
AWS	American Welding Society
JIS	Japanese Industrial Standards
IS	Indian Standard
NS	Nepal Standard

Any details not specifically covered by these standards and specifications shall be subject to approval of Employer. In the event of contradictory requirements between the standards and these Specification requirements, the terms of the Specifications shall apply.

Unless specifically mentioned, reference to standards and specifications or to equipment and materials of the particular manufacture shall be considered as followed by "or equivalent". The Contractor may propose equivalent specifications, materials or equipment, which shall be equal in every respect to that specified. If the Contractor, for any reason, proposes equivalents to or, deviates from, the above standard, he shall state the exact nature of the change and shall submit complete specifications of the materials, as well as copies of pertinent standards, for the approval of Employer and decision of Employer in the matter of quality shall be final.

2.2 Working Schedule

A binding graphical working schedule with an explanatory report shall be submitted before the construction period. The working schedule and any amendments to it during the construction period will require Employer's approval.

2.3 Drawing, Instructions and Measurement

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

All the drawings provided during the tender stage is for estimate purpose only. The contractor shall submit new drawings in reference to the tender drawings. The contractor shall also be responsible to follow standard code mentioned in this contract for all design parameters required for the design.

2.4 Preparing and Clearing the site

The contractor shall provide at his own expense adequate temporary accommodation and toilet facilities for his worker as well as working office space for his staffs and Employer/ Engineer on

duty for construction supervision and keep the same in good order. This may be done to suit site conditions with the approval of the Employer / Engineer. The above-mentioned temporary structures shall be removed on the completion of works at contractor's own cost.

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

2.5 Measuring Materials

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

2.6 Temporary Protection

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

2.7 Quality of Work

Materials, tools and plants and workmanship shall be the best of several kinds obtainable in the market and as approved by the Employer/ Engineer. The contractor shall prepare field quality plan for all stage tests and workmanship of all activities of the site including civil sanitary and electrical works and shall be approved by the Employer.

2.8 Leave Clean

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

Materials in excess of the requirements for permanent works and unsuitable materials shall be disposed off in locations and in the manner as agreed with the Engineer. The locations of disposal sites shall be such as not to promote instability, destruction of properties and public service systems. Exposed areas of such disposal sites shall be suitably dressed and be planted with suitable vegetation. The Contractor shall plan his works in such a way that there is no spillage of products to the surface or sub-surface water.

2.9 Samples

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

2.10 Provisional Items

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

2.11 Storage

Safe, dry and proper storage shall be provided for all materials without effecting the final required end product.

2.12 Surveying Equipment

The Contractor should supply following surveying instrument if necessary and required for above for checking of contractor's work to the Employer/ Engineer.

- | | |
|---|-------------------------|
| a. Theodolite (least count 10")/Total Station | -1 set. |
| b. Level (Dumpy level) | -1 set. |
| c. Measuring tape (Tazima Standard) | -2 sets. |
| d. Necessary staff and other equipment. | |
| e. Slump Cone | -2 set. |
| f. Cube Moulds | -6 nos, for one casting |

The Contractor shall maintain the equipment in a serviceable condition and immediately corrected or replaced if it is found to be inaccurate. The contractor must perform the concrete cube casting and testing in presence of Employer/ Engineer and as directed by him. All casting of testing cubes should be carried out at actual site condition and should be cured according to the main casted slab or beams. The Contractor shall perform tests on materials and concrete cubes as specified as presence of the Employer/ Engineer and as directed by him and shall submit to the Employer/ Engineer two copies of the results of each test, such results being entered on forms as approved by the Employer/ Engineer. The third copy of the result of each test shall be retained in the Contractor's Laboratory. Without relieving the Contractor any of his responsibilities for the testing of materials the Employer/ Engineer may, as and when desired, carry out any of the tests, using the facilities provided by the Contractor, for this work.

2.13 Insurance of works

•Insurance of Works

The Contractor shall take out Insurance for the Works from approved agency/institution staff as per requirement of Public Procurement Act 2064.

Payments made to the agency/institution and stamp charges/duties incurred if any, by the contractor in compliance of the above work shall be paid from Provisional Sum included for the item in the BOQ after submission of the insurance document to the satisfaction of the Engineer.

•Third Party Insurance

The Contractor shall take-out Third-Party Insurance from an approved agency/institution staff. Payments made to the agency/institution and stamp charges/duties incurred if any, by the Contractor in compliance of the above work shall be paid from the Provisional Sum included for the item in the BOQ after submission of the documents to the satisfaction of the Engineer

•Insurance of Contractor's Workmen and Employees

The Contractor shall insure against such liability as stipulated in Conditions of Particular Application.

The cost for works under this Sub-Clause shall be covered by the Contractor's overhead included in unit rates of other items in the BOQ.

3. Materials

3.1 GENERAL

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

3.2 SOURCES

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

When any manufactured product, either new or used, is furnished by the owner, the location at which such material will be delivered to the Contractor will be designated in the contract. In such cases the contractor shall haul the materials from the designated delivery point to point of use,

and compensation for such hauling will be considered to be included in the Contract unit price for placing the materials in the finished work.

3.3 INSPECTION AND ACCEPTANCE OF MATERIALS

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

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

3.4 SAMPLES AND TESTS

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

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

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

3.5 DEFECTIVE MATERIALS

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

3.6 TRADE NAMES AND ALTERNATIVES

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

- a) The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and he shall furnish all information as required by the Employer/ Engineer. The Employer/ Engineer shall be the sole judge as to the quality and suitability of all alternative articles or materials and his decision shall be final.
- b) Whenever the specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the quality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

3.7 FOREIGN MATERIALS

Materials which are manufactured, produced or fabricated outside Nepal shall be delivered to a distribution point in Nepal, unless otherwise required in these specifications or the special provisions, where they shall be retained for a sufficient period of time to permit inspection, sampling, and testing. The Contractor shall not be entitled to an extension of time for acts or events occurring outside Nepal and it shall be the Contractor's responsibility to deliver materials obtained from outside Nepal to the point of entry into Nepal in sufficient time to permit timely delivery to the job site. The Contractor shall provide the facilities and arrange for any testing required at his own cost. All testing by the Contractor shall be subject to witnessing by the Employer/ Engineer. The manufacturer, producer or fabricator of foreign material shall furnish to the Employer/Engineer a "Certificate of Compliance" with the specifications where required. In addition, certified mill test reports clearly identifiable to the lot of material shall be furnished where required in these specifications or otherwise requested by the Employer/ Engineer. Where

structural materials requiring mill test reports are obtained from foreign manufacturers, such materials shall be furnished only from those foreign manufacturers who have previously established, to the satisfaction of the Employer/ Engineer, the sufficiency of their in-plant quality control, as deemed necessary by the Employer/ Engineer, to give satisfactory assurance of their ability to furnish material uniformly and consistently in conformance with these specifications. At the option of the Employer/Engineer, such sufficiency shall be established whether by submission of detailed written proof thereof or through in-plant inspection by the Employer/ Engineer.

3.8 CONTRACT DOCUMENTS

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

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

- a. Tender Documents.
- b. All Tender and Working Drawings issued by the owner prepared by this Employer/ Engineer.
- c. All site instructions made in the site order book or log book by the Employer/ Engineer.
- d. All instructions given to the contractor by the Employer/ Engineer be in the form of sketches, directions along with requests for additional data, shop drawings, measurements details etc. from the contractor related of this work.
- e. All shop drawings and samples approved by the Employer/ Engineer.
- f. All manufacturer's specifications, data brochures information etc. approved by the Employer/ Engineer.
- g. All aspects of work checked and approved by the Employer/ Engineer either on, or off, the project site.
- h. All samples and guidelines that the Employer/ Engineer shall instruct the Contractor to follow. In particular covering all works where the contractor shall follow the existing designs, decoration, methods of construction, finishes proportions, elevations etc. of the existing building.

4. Layout and Site Clearance

The Contractor is required to accurately lay out each structure and other facilities as per the instructions and guidance of the Employer/Engineer and his representative at site. For this the Contractor has to establish points for foundations of the structures as shown in the drawings by establishing reference points fairly permanent to enable regular confirmations by the Employer/Engineer for their accuracy. Ground levels have to be established near to each structure as well for common height control of the structures as per the specific instructions of the Employer/ Engineer.

The excavation shall be carefully carried out to the levels, shapes and dimensions as shown in the drawings or as directed by the Employer/ Engineer to receive the concrete work. Should any of the excavation be taken down below the specified levels, the Contractor shall fill in such excavation at his own expense with concrete well rammed in position until it is brought up to the proper levels. Filling in with excavated materials will not be allowed for this purpose. No extra charge will be given for the lift of the excavated materials up to 2.0m. The excavated earth shall be stacked at least 4m from the edge of foundation. The Contractor, at his own cost, shall dispose off all surplus excavated soil as directed by the Employer/ Engineer within a lead of 200m.

5. CONCRETE WORK

5.1 Plain Cement Concrete (P.C.C.) WORKS

This work scope shall follow the norms and specs mentioned in the building norms for mixing of concrete, transportation, placing of concrete, compaction, and measurement of it.

Providing and laying plain cement concrete excluding cost of formwork complete as required

- i) M10, PCC 1:3:6 (1cement: 3 sand: 6 stone aggregate)
- ii) M15, PCC 1:2:4 (1cement: 2 sand: 4 stone aggregate)

5.7.1 Materials

Cement, sand and stone aggregate shall conform to the specifications as under plain Cement Concrete work for RCC works.

5.7.2 Mixing

All proportions shall be by volume except cement which shall be proportioned by weight and as specified. Mixing shall be done in a mechanical mixer as per specifications of reinforced cement concrete work. However, in special cases, hand mixing may be allowed by the Employer/ Engineer when the following procedure shall be adopted. The several materials shall be accurately gauged in boxes and thoroughly mixed on a water tight platform of adequate size, being turned over at least thrice till the color is uniform and then twice wet. Water shall be added gradually and not more than necessary or specified by Employer/ Engineer that much concrete shall be mixed which can be used within half an hour. Each stack shall however be not larger than consuming one bag of cement. All such stacks shall be placed distinct from each other.

5.7.3 Laying

Concrete shall be laid in horizontal layers of not more than 0.15 m thick and gently rammed.

5.7.4 Curing

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

5.7.5 Measurement

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

5.2 Water

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

5.3 Cement

The cement shall be ordinary Portland cement of approved brand and manufacture and shall comply in all respects with the I.S. 269-1967 for ordinary Portland Cement. It shall be delivered on the site in packages with an unbroken seal fixed by the manufacturer and plainly marked with the name of brand and the manufacture. It shall be stored in a dry place, in regular piles not exceeding six bags high and in such a manner that it will be efficiently protected from moisture and contamination, and that the consignments can be used up in the order in which they are received. Set cement shall be immediately removed from the work and replaced by the Contractor at his own expense. If desired, tests shall be made by taking samples of cement from stores or elsewhere from the works. The selection of samples and procedure for testing shall comply with appropriate I.S. specification. All requirement of IS 269, IS 8112, IS 12269, IS 455 , IS 1489, IS 4031 shall be fulfilled for the test quality or characteristics of cement.

ACCEPTANCE CRITERIA AND PERMISSIBLE LIMITS FOR CEMENT

ORDINARY PORTLAND CEMENT

Description	As per IS , NS or equivalent
Standard	43/53 grade as per IS 12269
Physical Tests	To be conducted in approved. Lab

(i) Fitness	Specific surface area shall not be less 225 m ² per Kg. or 2250 Cm ² /gm. (Blaine's air permeability method)
(ii) Compressive Strength	72+/- 1 hour: Not less than 27 Mpa (27n/mm ²) 168+/- 1 hour: Not less than 37 Mpa (37 N/mm ²) 672+/- 1 hour: Not less than 53 Mpa (53 N/mm ²)
(iii) Initial & Final setting Time	Initial setting time: Not less than 30 minutes Final setting time: Not less than 600 minutes
(iv) Soundness	Unaerated cement shall not have an expansion of more than 10mm when tested by Le chatlier and 0.8% Autoclave test.
Chemical composition tests	
	a) Ratio of percentage of lime to percentage of silica, alumina % iron oxide 0.66 to 1.02%.
	b) Ratio of percentage of alumina to that of iron oxide Minimum 0.66%.
	c) Insoluble residue, percentage by mass Max. 4.00%
	d) Magnesia percentage by mass Max. 6%
	e) Total sulphur content calculated as sulphate anhydride (SO ₃), percentage by mass not more than 2.5 and 3.0 when tri-calcium aluminate percent by mass is 5 or less and greater than 5 respectively.
Total loss on Ignition	≤5 percent

POZZOLANA PORTLAND CEMENT

Name of the test	As per IS, NS or equivalent
Physical test	
Fitness	Specific surface area shall not be less than 300 m ² / kg. or 3000cm ² /gm
Compressive strength	168+/- 2hour: Not less than 22 Mpa (22 n/mm ²) 672+/- 2 hour: not less than33 Mpa (33 N/mm ²)
Initial & Final setting	Initial setting time: Not less than 30 minutes

time	Final setting time: Not less than 600 minutes
Soundness	Unaerated cement shall not have an expansion of more than 10mm (Le Chatelier's)
Chemical composition tests	
	Magnesia percentage by mass Max. 6%
	Insoluble material, percentage by mass $x+2(100-x)/100$ where x is the declared % of Pozzolana in the PPC
	Total sulphur content calculated as sulphuric anhydride (SO ₃), percentage by mass: Not more than 2.75 and 3.0 when tri- calcium aluminate percent by mass is 7 or less and greater than 7 respectively.
Total loss on Ignition	≤ 5 percent

5.4 Aggregate

All aggregates shall conform to I.S. 383 – 1970. Aggregate shall, where possible, be derived from a source that normally produces aggregate satisfactory for concrete, and if requested by the Employer/ Engineer, the Contractor shall supply evidence to this effect. If instructed to do so, the contractor shall supply samples of the aggregate for the purpose of making preliminary concrete test cubes as herein-after specified.

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

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

5.5 Fine aggregates

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

The fine aggregate shall conform to the requirements of I.S. 383 – 1970 and IS 2386 for the method of test of aggregates. Fine aggregate shall not contain more than 3% of material removable by decantation test, nor more than 1% dry lumps. The total of coal, clay lumps, shale, soft fragments and other deleterious substance shall not be more than 5%.

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

Table – 1 GRADATION FOR FINE AGGREGATE

Sieve designation Percentage by weight passing

Sieve size	Percentage Passing By Wt.
9.51mm (3/8 inch)	100
4.76 mm (No.4)	95 to 100
2.38 mm (No.8)	80 to 100
1.19 mm (No.16)	50 to 85
595 micron (No.30)	25 to 60
297 micron (No.50)	10 to 30
149 micron (No.100)	2 to 10

Blending will be permitted in order to meet the gradation requirements for the fine aggregate.

5.6 Coarse Aggregate

The coarse aggregate shall be crushed stone aggregate. The pieces of aggregates shall be angular. Friable, flaky and laminated pieces, mica, shale shall only be present in such quantities as not to affect adversely the strength and durability of the concrete as ascertained by tests on concrete cubes. After twenty four hours immersion in water, a previous dried sample shall not have gained in weight more than 5% and not more than 10% if it is to be used in plain concrete or elsewhere as described. The coarse aggregate shall conform to the requirements of I.S. 383 – 1970 and IS 2386 for the method of test of aggregates. The percentage of wear at 500 revolutions of Los Angeles Rattler Test shall not be more than 50%. The coarse aggregate shall meet the gradation of Table-2. Moreover it should conform previous specification on coarse aggregate.

Table – 2 GRADATION FOR COARSE AGGREGATE.

Percentage by weight passing

Sieve Designation	50mm	40mm	25mm	20mm	10mm	No.4	No.8
40mm & down	100	90-100	20-25	0-15	0-5		
20mm & down			100	90-100	20-25	0-10	0-5

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

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

- 1) All form work should be get checked for leveling and dimensions as well as all necessary supporting spouts from the Employer/ Engineer.
- 2) Only after getting the formwork checked, reinforcement should be placed properly as according to the drawing and detailing.
- 3) The date and time of any casting of concrete should be informed to the Engineer/Employer's 2 days in advance.

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

5.7 ACCEPTANCE CRITERIA AND PERMISSIBLE LIMITS COARSE AGGREGATES

5.7.1 ACCEPTANCE CRITERIA AND PERMISSIBLE LIMITS FOR COARSE AGGREGATES

Name of the test	AS per standard IS or NS or equivalent
Physical Tests	
Determination of particles size IS Sieve Designation (Percentage passing for Single-Sized Aggregate of nominal size)	YES

Flakiness index	Not to exceed 25%
Crushing Value	Not to exceed 45% for building work Not to exceed 30% for Road
Presence of deleterious material	Total presence of deleterious materials not to exceed 5%
Soundness test (for concrete work subject to frost action)	12% when tested with sodium sulphate and 18% when tested with magnesium sulphate

5.7.2 ACCEPTANCE CRITERIA AND PERMISSIBLE LIMITS FOR FINE AGGREGATES

Name of the test	AS per standard IS or NS or equivalent
Physical Tests	
Determination of particles size IS Sieve Designation (Percentage passing for Single-Sized Aggregate of nominal size) F.A. Zone I,II,III	YES
Silk content	Not to exceed 8%,8%,8%
Presence of deleterious material	Total presence of deleterious materials shall not be exceed 5%

Soundness: Applicable to concrete work subject to frost action.	12% when tested with sodium sulphate and 15% when tested with magnesium sulphate.
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Note: Standard codes should Be followed for final approval of the test on materials.

6. Soil and Sand works

6.1 Excavation

Foundation trench shall be dug to the exact width and depth and levels as indicated in the drawings or to such lesser or greater extent as the 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. Excess digging if done through mistake shall be filled with 1:4:8 concrete. Water, if any accumulated in the trench, shall be bailed 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). 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.

6.2 Measurement

Measurement of all works will be made in m³. Measurement for payment under the contract will be limited to the lines, grades, slopes and dimensions shown on the Drawings or as determined by the Engineer as the work proceeds on the basis of his evaluation of the soil/rock characteristics and site-conditions set forth in the Clause. All required and accepted excavation shall be measured from its original position. The volume shall be determined in cubic meters by average area method to be computed from the original and final cross-sections of the completed works as per the drawings or as directed by the Engineer. Where it is not practicable to use the above method of measurement, the Engineer may use volumetric method or any other method that in his opinion is best suited for accurate assessment. Any over-excavation shall be reinstated at the risk and cost of the Contractor as directed by the Engineer.

6.3 Payment

Payment for work under these clauses will be made on the basis of contract unit price indicated in the BOQ. The payment will be full and final compensation for all material, labour, and equipment to complete the works as specified.

7. Metal works and reinforcement

7.1 Fencing

As per the norms and specification of STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS. The GI wire shall be galvanized high standard.

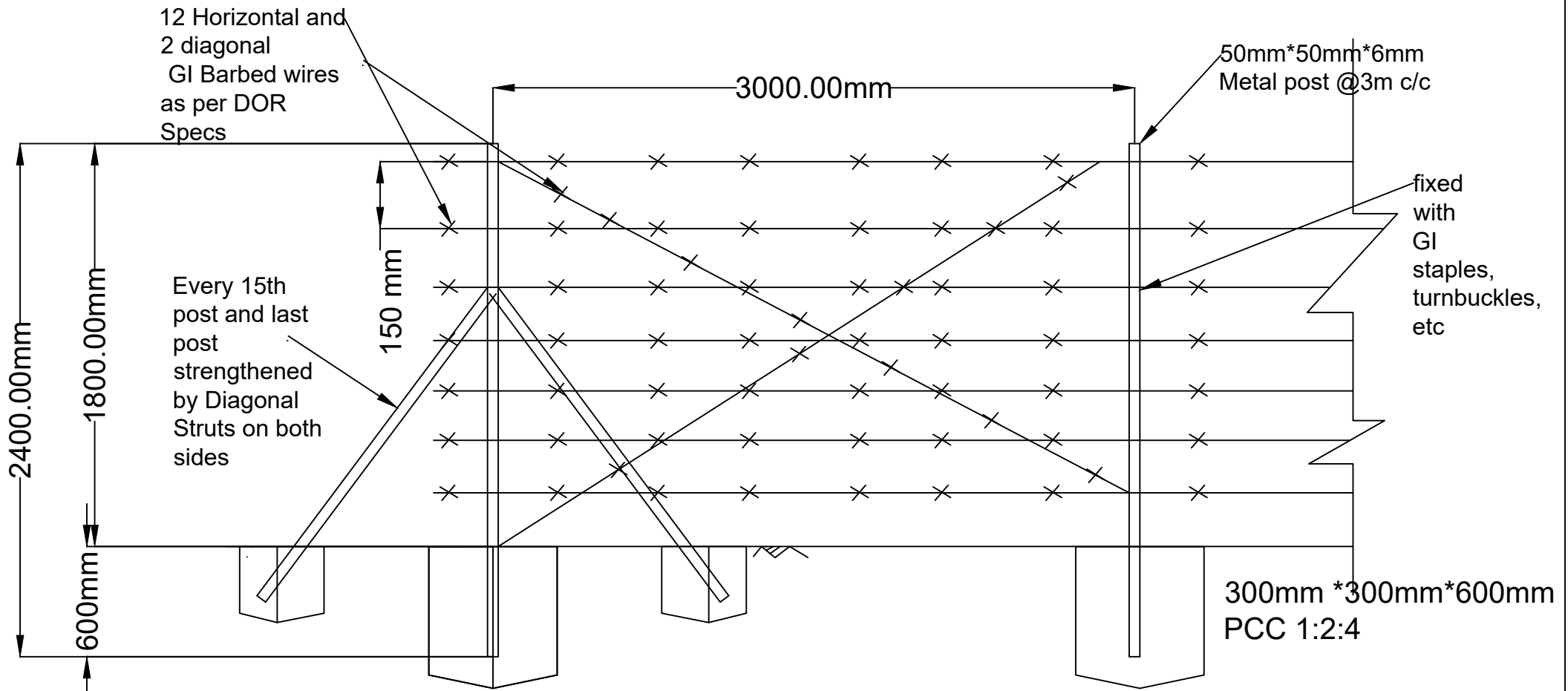
7.2 Gate

As per the norms and specification of STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS and Building norms.

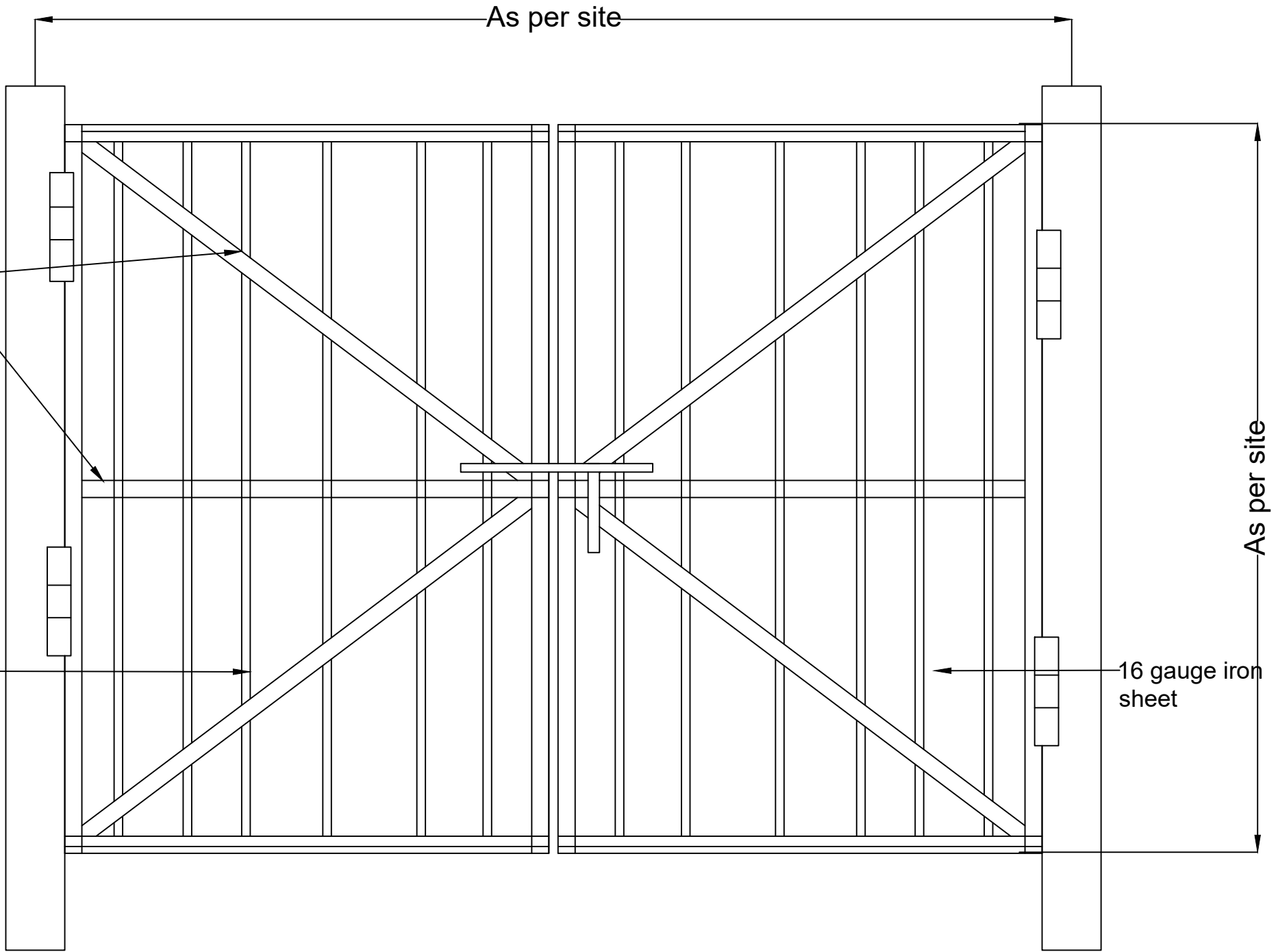
Section - VII
Drawings

Note:

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



Representative drawing as per norms and specifications of DOR



As per site

As per site

50*50*5mm
metal

PCC 1:2:4

40*40*5mm
metal

16 gauge iron
sheet

Section - VIII
Bill of Quantities

Notes for Unit Rate Contracts:

Objectives

The objectives of the Bill of Quantities are

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

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

Content

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

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

Preamble

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

Work Items

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

Day work Schedule

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

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

Provisional Sums

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

Summary

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

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

Preamble of Bill of Quantities

A. General

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

B. Day work Schedule

a) General

1. Work shall not be executed on a day work basis except by written order of the Project Manager. Bidders shall enter basic rates for day work items in the Schedules. These rates shall apply to any quantity of day work ordered by the Project Manager. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall, be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for day work shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

b) Day work Labour

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

c) Day work Equipment

1. The Contractor shall be entitled to payments in respect of Constructional Plant already on site and employed on day work at the basis rental rates entered by him in the "SCHEDULE OF DAY WORK RATES:2 EQUIPMENT ". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.
2. In calculating the payment due to the Contractor for Constructional Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Construction Plant was located when ordered by the Project Manager to be employed on day work and the time for return journey there to shall be included for payment.

d) Day work Materials

1. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;
 - (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.
 - (ii) the cost of hauling materials for use on work ordered to be carried out as day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic

supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

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

Bill of Quantities

1 Provisional Sum						
Procument Item Details						
Sl. No.	Item Description	Unit	Quantity	Unit Rate (NPR)	Amount (NPR)	
1	Provisional Sum	P.S	1.0	25000.0	25,000.00	
2	Insurance	L.S	1.0	22000.0	22,000.00	
2 Construction work						
Procument Item Details						
Sl. No.	Item Description	Unit	Quantity	Bidder's Rate (NPR)	Bidder's Rate (in words)	Total Amount (NPR)
1	Excavation and Site preparation work for fencing with cleaning and disposal of debris, uprooting roots, solid wastes etc. all complete for boundary fencing	Cum	300.00			
2	PCC 1:2:4 for concrete post embedment	Cum	23.00			
3	Reinforcement (Tor steel reinforcement bar of fe 415/500 grade including straightening, cleaning, cutting, binding, testing & fixing in position with annealed tying binding wire as per drawing, design, specifaion & instruction all complete.)	kg	66.00			
4	Providing and fixing 1.8 meters high GI barbed wire fencing with 2.4 m angle iron posts (50 mm × 50 mm × 6 mm) placed at every 3 meters center to center, founded in M15 grade cement concrete, 0.6 meter below ground level. Every 15th post, last but one end post, and corner post shall be strutted on both sides, and end post on one side only. The fencing shall be provided with 12 horizontal lines and 2 diagonal lines interwoven with horizontal wires, fixed with GI staples, turnbuckles, etc., complete as per drawing and technical specifications.	R.M	1,250.00			
5	Construction of gate of compound with fixing 16 guage iron sheet in frame angle 50*50*5 mm external and 40*40*5 internal as per drawing	Sq.m	21.00			
Total of Procument Items						
Total Item Price						
VAT						
Grand Total						

Section - IV
General Conditions of Contract

Section VII. General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:
The Contract	<p>1.1.1 “Contract” means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).</p> <p>1.1.2 “Specification” means the document as listed in the SCC, and any variation to such document.</p> <p>1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the SCC, and any variation to such drawings.</p> <p>1.1.4 “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender.</p> <p>1.1.5 “Bid or Quotation” means the contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.</p> <p>1.1.6 “Letter of Acceptance” means the formal acceptance by the Employer of the bid or Tender.</p>
Persons	<p>1.1.7 “Employer” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee.</p> <p>1.1.8 “Contractor” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.</p> <p>1.1.9 “Party” means either Employer or the contractor.</p>
Date, Times and Periods	<p>1.1.10 “Commencement Date” means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties.</p> <p>1.1.11 “Day” means a calendar day.</p>

	<p>1.1.12 "Time for Completion" means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 6.3), calculated from the Commencement Date.</p>
Money and Payments	<p>1.1.13 "Cost" means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.</p> <p>1.1.14 "Contract Price" means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.</p> <p>1.1.15 "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3</p>
Other Definitions	<p>1.1.16 "Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p> <p>1.1.17 "Country" means Nepal.</p> <p>1.1.18 "Employer's Liabilities" means those matters listed in Sub-Clause 5.1.</p> <p>1.1.19 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.</p> <p>1.1.20 "Plant" means the machinery and apparatus intended to form or forming part of the Permanent Works.</p> <p>1.1.21 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.</p> <p>1.1.22 "Variation" means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Engineer under Sub-Clause 9.1.</p> <p>1.1.23 "Works" means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.</p> <p>1.1.24 "Permanent Works" means the permanent works to be executed (Including Plant) in accordance with the Contract.</p> <p>1.1.25 "Temporary Works" means all temporary works of every kind (other than contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.</p>
1.2 Interpretation	<p>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.</p>
1.3 Priority of Documents	<p>The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as listed in the SCC.</p>
1.4 Law	<p>The law of the Contract is stated in the Law of Nepal.</p>

1.5 Communications	<p>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.</p> <p>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.</p>
1.6 Statutory Obligations	<p>The contractor shall comply with the laws of Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.</p>
2. The Employer	
2.1 Provision of Site	<p>The Employer shall provide the Site and right of access thereto at the times stated in the SCC.</p>
2.2 Permits and Licenses	<p>The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works.</p>
2.3 Employer's Instructions	<p>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.</p>
2.4 Approvals	<p>No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.</p>
3. Employer's Representatives	
3.1 Authorised Person	<p>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.</p>
3.2 Employer's Representative	<p>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.</p>
4. The Contractor	
4.1 General Obligations	<p>The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.</p> <p>During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under.</p> <p>A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.</p>

4.2 Contractor's Representative	The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.
4.3 Subcontracting	The contractor shall not subcontract the Works.
4.4 Performance Security	As stated in the SCC , the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
5. Employer's Liabilities	
5.1 Employer's Liabilities	<p>In this Contract, Employer's Liabilities mean:</p> <ul style="list-style-type: none"> a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country, b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country, c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works. d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract, e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, f. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure, h. any failure of the Employer, i. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer, j. any delay or disruption caused by any Variation, k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement, l. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.
6. Time for Completion	
6.1 Execution of the Works	The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.
6.2 Programme	The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC

6.3 Extension of Time	<p>The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities.</p> <p>The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 21 days before the expiry of the Contract completion date.</p> <p>On receipt of an application from the contractor, within 21 days , the Employer shall consider all supporting details provided by the contractor and shall decide extend the Time for Completion as appropriate.</p>
6.4 Liquidated Damages for Delay	<p>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.</p>
7. Taking-Over	
7.1 Completion	<p>The contractor may notify the Employer when he considers that the Works are complete.</p> <p>In addition to the other provisions, before acceptance of the completed works, Employer shall verify and assure that such works are within the set objective, quality and appropriate to operate and use.</p>
7.2 Taking-Over Notice	<p>The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.</p> <p>The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.</p>
8. Remedying Defects	
8.1 Remedying Defects	<p>The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract.</p> <p>Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.</p>
8.2 Uncovering and Testing	<p>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.</p>
9. Variations and Claims	
9.1 Right to Vary	<p>The Employer may instruct Variations.</p>

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	10.5.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC in two equal installments by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in a form acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

	<p>10.5.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>10.5.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
<p>10.6 Local Taxation & Value Added Tax</p>	<p>a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal.</p> <p>b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.</p>
<p>11. Termination of Contract and Payment</p>	<p>11.1 The Employer may terminate the Contract at any time if the contractor;</p> <ul style="list-style-type: none"> a. does not commence the work as per the Contract, b. abandons the work without completing, c. fails to achieve progress as per the Contract. <p>11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ul style="list-style-type: none"> (a) The Contractor uses the advance payment for matters other than the contractual obligations, (b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager’s certificate; (f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (g) The Contractor fails to update the Program as per the contract and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; (h) the Contractor does not maintain a Security, which is required; (i) the Contractor has delayed the completion of the Works by the number of

	<p>days for which the maximum amount of liquidated damages can be paid, as defined in the SCC 6.4 ; and</p> <p>(j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>11.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
	<p>11.7 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>11.8 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> <p>11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer.</p> <p>In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p>
<p>12. Risk and Responsibility</p>	
<p>12.1 Contractor's Care of the Works</p>	<p>The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.</p>
<p>12.2 Force Majeure</p>	<p>If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the contractor's Equipment.</p> <p>If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.</p> <p>After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:</p> <p>a. any sums to which the contractor is entitled under Sub-Clause 9.4,</p>

	<p>b. the Cost of his suspension and demobilisation, c. any sums to which the Employer is entitled.</p> <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p>
<p>13. Resolution of Disputes</p>	
<p>13.2 Amicable Settlement</p>	<p>The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>
<p>14. Conduct of Bidders</p>	<p>14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>14.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price.. g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
<p>15. Blacklisting Bidder</p>	<p>15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was

	<p>based on false or misrepresentation of bidder's qualification information,</p> <p>e) other acts mentioned in the Bidding Data</p> <p>15.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>
16. Provision of PPA and PPR	If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section - V
Special Conditions of Contract

Section VIII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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

1.1.1	Documents forming the Contract listed in the order of priority: 1. The Agreement 2. Special Conditions of Contract 3. General Conditions of Contract 4. The Technical Specifications 5. The Drawings 6. The Bill of Quantities
1.1.12	The indented completion date for the works shall be 30 october, 2026 .
1.5	The language of the contract is ENGLISH/NEPALI.
2.1	The Site Possession Date(s) shall be: 11 June 2026
3.1	The Authorised person is : Arjun Maharjan
3.2	Name and Address of Employer's representative is : Arjun Maharjan, Kharipati Bhaktapur Bagmati Province Changu
4.4	The Performance Security amount is: : % i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\%$ of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax
6.2	Time for the submission of programme : 15 days.
6.4	Liquidated Damages for Delay is 0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement.
8.1	Period for notifying defects is 365 days calculated from the date stated in the notice under Sub-Clause 7.2.
10.5.1	The Advance Payments shall be 10.00% and shall be paid in two equal installments and to the Contractor.
10.5.3	Deductions from Payment Certificates will commence in the first certificate in which the Value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 10% of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.

Section - IX
Contract Forms

Contract Forms

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

Letter of Acceptance

[on letterhead paper of the Employer]

Date:

To: name and address of the Contractor

Subject: Notification of Award

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

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

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

Authorized Signature:

Name and Title of Signatory:

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

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

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

Witness, Name Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

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

(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

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

Performance Guarantee No.:.....

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

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

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

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

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

Note:

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

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

** Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Advance Payment Security

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

(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

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

Beneficiary:*Name and address of employer*

Date :

Advance Payment Guarantee No.....

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

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

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

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

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

Note:

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

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

** Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".