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**GOVERNMENT OF NEPAL  
MINISTRY OF PHYSICAL INFRASTRUCTURE AND TRANSPORT  
DEPARTMENT OF ROADS  
BABARMAHAL, KATHMANDU**

**INTERNATIONAL  
DEVELOPMENT  
ASSOCIATION**


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**Procurement of  
Non-Consultant Services  
For  
Inspection Agents Service for Road  
Safety Crash Barrier and accessories**

**Contract No.: RSDPAF-Non Cons-Ins. Agent-RS-01**

**February 2014**





**Government of Nepal**  
 Ministry of Physical Infrastructure & Transport  
 Department of Roads  
**ROAD SECTOR DEVELOPMENT PROJECT (RSDP)**  
 Babarmahal, Kathmandu

**NOTICE FOR AMMENDMENT**  
 Notice No.: RSDP/09/2070-71  
 Date of Publication: May 23, 2014

**Contract Identification Number : RSDPAF-NON CONS-INS. AGENT-RS-01**

This is to inform all eligible bidders that **Addendum No. 1** in the Bidding Document has been issued with regard to the Invitation for Bids published on **April 09, 2014** in national daily "The Kathmandu Post". The **deadline for the submission of the bids** has now been extended and the revised schedule is as per following:

Description	Revised Date
Pre-bid Meeting Date	June 2, 2014, 11:00 Hrs
Last date of Bid Purchasing	June 11, 2014, within office hour
Bid Submission Deadline Date	June 12, 2014, 12:00 Hrs
Bid Opening Date	June 12, 2014, 13:00 Hrs
Bid Security Validity Period	Up to November 07, 2014

You are requested to visit Department of Roads (DoR) website [www.dor.gov.np](http://www.dor.gov.np) or contact below during office hour on or before, June 11, 2014 for receiving **Addendum No. 1**.

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 Road Sector Development Project, Department of Roads, Babarmahal, Kathmandu, Nepal  
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Government of Nepal  
 Ministry of Physical Infrastructure and Transport  
 Department of Roads (DoR)  
**Road Sector Development Project (RSDP)**  
 Babarmahal, Kathmandu

Contract Identification No.: RSDPAF-NON CONS-INS. AGENT-RS-01

**AMENDMENT NO.: 1**

The provision in the Bidding Document has been amended as follows:

Provision in	Original Provision	Shall be as
INVITATION FOR BIDS Paragraph 2	Bid Security Validity Period as Up to October 22, 2014	Bid Security Validity Period as Up to November 07, 2014
INVITATION FOR BIDS Paragraph 5	Bidding documents can be purchased up to office hours of May 26, 2014 from the following.....	Bidding documents can be purchased up to office hours of June 11, 2014 from the following.....
INVITATION FOR BIDS Paragraph 6	Bids must be delivered to Program Coordinator, Road Sector Development Project, Department of Roads, Babarmahal, Kathmandu, Nepal on or before 12:00 hrs of May 27, 2014.	Bids must be delivered to Program Coordinator, Road Sector Development Project, Department of Roads, Babarmahal, Kathmandu, Nepal on or before 12:00 hrs of June 12, 2014.
Section II Bid Data Sheet ITB 21.1	The dead line for submission of bids shall be May 27, 2014	The dead line for submission of bids shall be 12:00 hrs of June 12, 2014.
Section II Bid Data Sheet ITB 24.1	Bids will be opened at 13:00 pm of May 27, 2014 at following.....	Bids will be opened at 13:00 pm of June 12, 2014 at following.....



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Government of Nepal  
 Ministry of Physical Infrastructure & Transport  
 Department of Roads  
**ROAD SECTOR DEVELOPMENT PROJECT (RSDP)**  
 Babarmahal, Kathmandu

**INVITATION FOR BIDS**

Notice No.: RSDP/08/2070-71

For

**Inspection Agent Service for Road Safety Crash Barrier and Accessories**

First date of publication: April 09, 2014

Contract Identification Number : RSDPAF-NON CONS-INS. AGENT-RS-01  
 IDA Grant Number : H339-NEP, H629-NEP IDA Credit Number : 4832 -NEP, 5002-NEP

- Government of Nepal, Ministry of Physical Infrastructure and Transport, Department of Roads has applied for financing from the International Development Association (IDA) towards the cost of Road Sector Development Project, Additional Financing, and it intends to apply part of the proceeds of this finance to payments under the Contract RSDPAF-NON CONS-INS. AGENT-RS-01.
- The Department of Roads, Road Sector Development Project on behalf of the Ministry of Physical Infrastructure and Transport, Government of Nepal now invites sealed bids from eligible and qualified Inspection Agents for Inspection Service for Road Safety Crash Barrier and accessories. The service period is **Twelve months**.

S. No.	Contract ID No.	Inspection Service	Bid Document Cost	Bid Validity Period	Bid Security Amount & Validity Period
1	RSDPAF-NON CONS-INS. AGENT-RS-01	Inspection Agent Service for Road Safety Crash Barrier and accessories	NRs 3,000	120 days	NRs 148,000.00 Up to October 22, 2014

- Bidding will be conducted following the International Competitive Bidding (ICB) procedures specified in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits, May 2004 and revised in May 2010 and January 2011 and is open to all bidders from Eligible Source Countries as defined in the Bidding Documents.
- Interested Eligible Bidders may obtain further information from Program Coordinator, RSDP, and inspect the Bidding Documents at the address given below during office hours.
- Bidders are advised to refer to the qualifications requirements specified in the bid documents. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written Application to the address below and upon payment of a non refundable fee or its equivalent in freely convertible currency as shown in the table above or payment for the cost of bid document may be made through a cash deposit in the Project's Rajaswa (revenue) account as specified below.

**Information for depositing the cost of bidding document in Bank:**

Name of the Bank: Nepal Rastra Bank, Thapathali  
 Name of Office: Road Sector Development Project, Babarmahal  
 Office Code No. 27 - 337 - 45  
 Office Account No. Ka - 1 - 1 - 999  
 Rajaswa (revenue) Shirshak No. 14227

Bidding documents can be purchased up to office hours of **May 26, 2014** from the following:

Department of Roads,  
 Program Coordinator,  
 Road Sector Development Project,  
 Babarmahal, Kathmandu, Nepal

Department of Roads,  
 Financial Administration Section  
 Babarmahal, Kathmandu, Nepal

- Bids must be delivered to Program Coordinator, Road Sector Development Project, Department of Roads, Babarmahal, Kathmandu, Nepal on or before 12:00 hrs of May 27, 2014. Late bids will be rejected and not opened. Bids received by the above mentioned deadline will be opened physically in the presence of the bidders' representatives who choose to attend in person at the address below immediately on the same day after bid submission deadline.
- All bids shall be accompanied by a Bid Security for the amount as specified in the table above in local currency or an equivalent amount in a freely convertible currency.
- Bids shall be valid for the period as mentioned in the table above after the deadline for Bid submission and Bid security shall be valid up to the period as mentioned in the table above.
- Pre-bid meeting will be held in the address mentioned below at 11:00 hrs on April 29, 2014. All interested bidders are encouraged to attend this pre-bid meeting.
- The Department of Roads reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids without assigning any reason, whatsoever.
- If the specified date for pre-bid meeting, last date of bid purchasing and submission/opening date falls on a Government holiday then these events shall be shifted to the same time on the next working day. However, the last date for bid submission and opening shall be considered the next working day after the last date of bid purchasing. In such cases the validity of bid security shall be considered from already specified last date for bid submission.

**Program Coordinator,**  
 Road Sector Development Project, Department of Roads, Babarmahal, Kathmandu, Nepal  
 Telephone: +977 1 4262693(Ext 2325), Facsimile number: +977 1 4216319  
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# **Part I – Bidding Procedures**



# Section I. Instructions to Bidders

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## Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**
  - 2.1 The Borrower, as **defined in the BDS**, intends to apply part of the funds of a loan from the World Bank, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.
- 3. Corrupt or Fraudulent Practices**
  - 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Bank:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice"<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices

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<sup>3</sup> For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
  - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

#### **4. Eligible Bidders**

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or

for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

## 5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as

profit and loss statements and auditor's reports for the past five years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified**

**in the BDS;**

- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

**6. One Bid per Bidder**

- 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**7. Cost of Bidding**

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

**8. Site Visit**

- 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services

and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Documents**

- 9. Content of Bidding Documents**
- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- |              |   |
|--------------|---|
| Section I    | Instructions to Bidders                                 |
| Section II   | Bidding Data Sheet                                      |
| Section III  | Bidding Forms   |
| Section IV   | Eligible Countries                                      |
| Section V    | Activity Schedule                                       |
| Section VI   | General Conditions of Contract                          |
| Section VII  | Special Conditions of Contract                          |
| Section VIII | Performance Specifications and Drawings (if Applicable) |
| Section IX   | Contract Forms  |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding



documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### C. Preparation of Bids

#### 12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

#### 13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

#### 14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of

Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

**15. Currencies of Bid and Payment**

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
- (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

**16. Bid Validity**

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional

period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## 17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, **as specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, ContractForms, or other form approved by the Employer prior to bid submission;
  - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity

period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

- 17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.
- 17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 34;
    - (ii) furnish a Performance Security in accordance with ITB Clause 35.
- 17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

## **18. Alternative Proposals by Bidders**

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical

specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

### 19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

### D. Submission of Bids

### 20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract;

and

- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**21. Deadline for Submission of Bids**

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**22. Late Bids**

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

**23. Modification and Withdrawal of Bids**

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, 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 is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no

change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination of Responsiveness**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices 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; 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.



28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

**29. Currency for Bid Evaluation**

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

**or**

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

**30. Evaluation and Comparison of Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or

other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**31. Preference for Domestic Bidders** 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

## F. Award of Contract

**32. Award Criteria** 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**33. Employer’s Right to Accept any Bid and to Reject any or all Bids** 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

**34. Notification of Award and Signing of Agreement** 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that

the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

### **35. Performance Security**

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid

Security.

**36. Advance  
Payment and  
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

**37. Adjudicator**

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.



## Section II. Bidding Data Sheet

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	<p>The Employer is  <b>Department of Roads</b>  <b>Programme Coordinator</b>            Road Sector Development Project (RSDP)</p> <p>The Employer's Representative is  <b>Project In Charge (PIC)</b></p> <p><b>Baitadi Darchula Road Project.</b>  <b>Khodpe Bajhang Road Project.</b>  <b>Shitalpati Musikot Road Project.</b>  <b>Chhinchu Jajarkot Road Project.</b>  <b>Surkhet Jumla Road Project.</b></p> <p>The name and identification number of the Contract is  <b>Inspection Agents Service for Road Safety Crash Barrier and accessories</b>  <b>RSDPAF-Non Cons-Ins.Agent-RS-01</b></p>
<b>1.2</b>	The Intended Completion Date is <b>365 days</b> from the Effective Date as described in the Contract Agreement.
<b>2.1</b>	<p>The Borrower is <b>The Government of Nepal</b></p> <p>The Project is <b>Road Sector Development Project</b></p> <p>The loan/credit number is <b>H339-NEP, H629-NEP, 4832-NEP, 5002-NEP.</b></p>
<b>5.2</b>	Prequalification has not been undertaken.
<b>5.3</b>	The Qualification Information and Bidding forms to be submitted are as follows: <i>as specified in Section III. Bidding Forms, Qualification Information</i>
<b>5.5(a)</b>	The minimum required annual volume of Services for the successful Bidder in any of the last ten years shall be <i>NRs. 8,890,000.00 or equivalent</i>
<b>5.5(b)</b>	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5years the following:</p> <p><i>Successful completion of the Inspection service of the steel products of service value of NRs. 3,540,000.00 or equivalent.</i></p>

	<p><i>Or</i></p> <p><i>Successful completion of Inspection service of the steel products of value NRs. 354,000,000.00 (material cost of steel product) or equivalent.</i></p>
<b>5.5(c)</b>	The essential equipment to be made available for the Contract by the successful Bidder shall be <b>Not Applicable</b> .
<b>5.5(e)</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be <i>NRs. 1,975,000.00 or equivalent.</i>
<b>5.5</b>	Subcontractors' experience <b>shall not</b> be taken into account.
<b>B. Bidding Data</b>	
<b>9.2 and 19.1</b>	The number of copies of the Bid to be completed and returned shall be One original version and one copy.
<b>C. Preparation of Bids</b>	
<b>12.1</b>	Language of the bid: <i>English</i>
<b>13.1</b>	<p>The additional materials required to be completed and submitted are:</p> <p>The Bidder shall submit with its bid the following additional documents:</p> <p>1. Details in respect of <b>Local Agent</b></p> <p>If a foreign bidder has engaged a Domestic agent, it will be required to give the following details in its bid as per the format enclosed in the Bidding Documents:</p> <ul style="list-style-type: none"> <li>i) The name and address of the local agent;</li> <li>ii) What Service the agent renders; and</li> <li>iii) The fixed amount of remuneration for the agent included in the offer;</li> </ul> <p>The agency commission shall be indicated in the space provided the Service Provider's Bid and such commission is deemed to have been included in the Bidder's quoted price.</p>
<b>14.4</b>	The Contract <i>is not</i> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
<b>15.1</b>	Local inputs shall be quoted in <i>Nepalese Currency</i> .
<b>16.1</b>	The period of Bid validity shall be <i>120</i> days after the deadline for Bid submission specified in the BDS.
<b>17.1</b>	The Bidder shall provide: Bid Security.
<b>17.2</b>	The amount of Bid Security shall be NRs148000.00 or an equivalent amount in

	<p>a freely-convertible currency.</p> <p>The Bidder shall furnish a bid security from an "A" class commercial bank or its equivalent in foreign currency.</p> <p>Bid security issued by a foreign bank shall be counter guaranteed by an "A" class commercial bank established in Nepal.</p>
<b>18.1</b>	Alternative bids <b>are not</b> permitted.
<b>18.2</b>	<p>Alternative times for completion are not permitted. If permitted, the range of acceptable completion time is: <b>Not Applicable</b>.</p> <p>If alternative times for completion are permitted, the evaluation method will be as follows: <b>Not Applicable</b>.</p>
<b>18.4</b>	<p>Alternative technical solutions shall be permitted for the following parts of the Services: <b>Not Applicable</b>.</p> <p>If alternative technical solutions are permitted, the evaluation method will be as follows: <b>Not Applicable</b>.</p>
<b>D. Submission of Bids</b>	
<b>20.2</b>	<p>The Employer's address for the purpose of Bid submission is</p> <p><b>Attention:</b> Program Coordinator Road Sector Development Project Department of Roads</p> <p><b>Street Address:</b> 42 Babar Marg, Kathmandu Metropolitan City Babarmahal, Kathmandu</p> <p><b>Floor/Room number:</b> Second Floor, Meeting Hall, or as specified in DoR's Notice Board</p> <p><b>City/ZIP Code:</b> Kathmandu</p> <p><b>Country:</b> Nepal</p> <p>For identification of the bid the envelopes should indicate:</p> <p>Contract: <b>Inspection Agents Service for Road Safety Crash Barrier and accessories</b></p> <p>Bid / Contract Number: <b>RSDPAF-Non Cons-Ins.Agent-RS-01</b></p>
<b>21.1</b>	The deadline for submission of bids shall be <b>May 27, 2014</b> .
<b>E. Bid Opening and Evaluation</b>	
<b>24.1</b>	Bids will be opened at <b>13:00 pm</b> of <b>May 27, 2014</b> at the following address



	<p><b>Street Address:</b> 42 Babar Marg, Kathmandu Metropolitan City Babarmahal, Kathmandu</p> <p><b>Floor/Room number:</b> Second Floor, Meeting Hall, or as specified in DoR's Notice Board</p>
<b>29.1</b>	<p>Currency chosen for the purpose of converting to a common currency. <b>Nepalese Rupees.</b></p> <p>Source of exchange rate: The exchange (selling) rates as published by the <b>Nepal Rastra Bank.(www.nrb.org.np)</b></p> <p>Exchange rate date.<b>28 days prior to the bid opening.</b></p>
<b>F. Award of Contract</b>	
<b>35.0</b>	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of Performance Bank Guarantee for 10% of Contract Price excluding VAT.</p> <p>The Bidder shall furnish a Performance Bank Guarantee from an "A" class commercial bank or its equivalent in foreign currency.</p> <p>Performance Bank Guarantee issued by a foreign bank shall be counter guaranteed by an "A" class commercial bank established in Nepal.</p>
<b>36.1</b>	<p>The Advance Payment shall be of 10%percent of the Contract Price upon submission of Bank Guarantee for Advance Payment.</p> <p>The Bidder shall furnish a Bank Guarantee for Advance Payment from an "A" class commercial bank or its equivalent in foreign currency.</p> <p>The Bank Guarantee for Advance Payment issued by a foreign bank shall be counter guaranteed by an "A" class commercial bank established in Nepal.</p>
<b>37.1</b>	<p>The Adjudicator proposed by the Employer is <b>Mr. Uday Nepali Shrestha</b>. The hourly fee for this proposed Adjudicator shall be NRs. 2000.00 per hour. Reimbursable expenses as office accommodation, transportation, stationery and secretarial services and field expenses shall be as per actual.</p> <p>The biographical data of the proposed Adjudicator is as follows: Education: Post Graduate in International Law. Experience: 20 years in contract dispute handling.</p>

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## Section III. Bidding Forms

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## Service Provider's Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No ....., we offer to execute the ***Procurement of Non-Consultant Services For Inspection Agents Service for Road Safety Crash Barrier and accessories Contract No.: RSDPAF-Non Cons-Ins. Agent-RS-01*** in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

***[or]***

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)	NOT		
(b)	APPLICABLE		

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(d)

Position	Name	Years of experience (general)	Years of experience in proposed position
(a) Team Leader			
(b) Technical Expert			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)	<b>NOT</b>		
(b)	<b>APPLICA</b> <b>BLE</b>		

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-

Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

**2. Joint Ventures**

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

**or**

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract



## Form of Contract

*[letter head paper of the Employer]*

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]*

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and

(iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [*or credit*] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

---

*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

---

*[Authorized Representative]*

**[Note:** *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

---

*[name of member]*

---

*[Authorized Representative]*

---

*[name of member]*

---

*[Authorized Representative]*

## **Bid Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
**Beneficiary:** \_\_\_\_\_

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

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

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) 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) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

## **Bid Security (Bid Bond) [NOT APPLICABLE]**

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called "the Principal"), and \_\_\_\_\_, **authorized to transact business in** \_\_\_\_\_, as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_<sup>6</sup> \_\_\_\_\_, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the construction of \_\_\_\_\_ (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
                   Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

<sup>6</sup> The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

**Bid-Securing Declaration[NOT APPLICABLE]**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: \_\_\_\_\_  
Bid No.: \_\_\_\_\_  
Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of \_\_\_\_\_ starting on \_\_\_\_\_, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Corporate Seal (where appropriate)



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## Section IV. Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

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(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

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Iraq





## **Part II – Activity Schedule**

**ROAD SECTOR DEVELOPMENT PROJECT**  
**Non-Consultant Services for Inspection Agents Service for Road Safety Crash Barrier and accessories**  
**Contract Number.: RSDPAF-Non Cons-Ins. Agent-RS-01**

**Bill of Quantities**

Pay Item No.	Description of Items	Unit	Quantity	Currency	Amount	
					In Figures	In Words
<b>1</b>	<b>Inspection and Testing all complete</b>					
1a.	Crash Barrier and related accessories for contract No. RSDPAF-W-RS-ICB-TSGD&KB-1	LS	1.00			
1b.	Crash Barrier and related accessories for contract No.RSDPAF-W-RS-ICB-SM CJ & STD-2	LS	1.00			
1c.	Crash Barrier and related accessories for contract No.RSDPAF-W-RS-ICB-TJ-3	LS	1.00			
<b>Sub total</b>						
<b>2</b>	<b>Miscellaneous Expenses</b>					
2a.	Miscellaneous Expenses including tagging and sealing etc. for contract No. RSDPAF-W-RS-ICB-TSGD&KB-1	LS	1.00			
2b.	Miscellaneous Expenses including tagging and sealing etc. for contract No. RSDPAF-W-RS-ICB-SM CJ & STD-2	LS	1.00			
2c.	Miscellaneous Expenses including tagging and sealing etc. forfor contract No. RSDPAF-W-RS-ICB-TJ-3	LS	1.00			
<b>Sub total</b>						
<b>3</b>	<b>Provisional Sums for Reimbursible Cost for Travelling allowance (most direct economy class airfare including other travel expenses for the delivery of the service)</b>					
3a.	Crash Barrier and related accessories for contract No. RSDPAF-W-RS-ICB-TSGD&KB-1	PS	1.00	NPR	500,000.00	

**ROAD SECTOR DEVELOPMENT PROJECT**  
**Non-Consultant Services for Inspection Agents Service for Road Safety Crash Barrier and accessories**  
**Contract Number.: RSDPAF-Non Cons-Ins. Agent-RS-01**

**Bill of Quantities**

Pay Item No.	Description of Items	Unit	Quantity	Currency	Amount	
					In Figures	In Words
3b.	Crash Barrier and related accessories for contract No.RSDPAF-W-RS-ICB-SM CJ & STD-2	PS	1.00	NPR	500,000.00	
3c.	Crash Barrier and related accessories for contract No.RSDPAF-W-RS-ICB-TJ-3	PS	1.00	NPR	500,000.00	
<b>Sub total</b>						
<b>Total Amount without VAT</b>						
<b>VAT Amount @ 13%</b>						
<b>Total Amount with VAT</b>						

\* The quoted amount for Pay Item No. 1 shall include remuneration, accommodation, DSA/ per diems and other costs associated with the execution of the service as per the contract.



## **Part III – Conditions of Contract and Contract Forms**



## Section VI. General Conditions of Contract

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## Section V. General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

**or**

- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s country;
- (l) “Local Currency” means the currency of the country of the

Employer;

- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex,

telegram, or facsimile to such Party at the address **specified in the SCC.**

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case,

the Completion Date will be the date of completion of all activities.

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in

writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>7</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>8</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>9</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>10</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt,

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<sup>7</sup> For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>8</sup> For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>9</sup> For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Suspension of Loan or Credit**

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the

Contract, including the cost of the return travel of the Personnel.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

#### **3.2 Conflict of Interests**

##### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

##### **3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

##### **3.2.3 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict



with the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

### **3.3 Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

### **3.4 Insurance to be Taken Out by the Service Provider**

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Service Provider's Actions Requiring Employer's Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

### **3.6 Reporting Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a

detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### **3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

**3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

## **4. Service Provider's Personnel**

**4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as

by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. Obligations of the Employer**

**5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

**5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities**

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

**6. Payments to the Service Provider**

**6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the

amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC**.
- (b) The price payable in foreign currency is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment**
- Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments**
- If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c L_{mc}/L_{oc} + C_c J_{mc}/I_{oc}$$
- Where:
- $P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.
- $A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of pn for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## 6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service

Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

## **7.2 Correction of Defects, and Lack of Performance Penalty**

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **8.2 Dispute Settlement**

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in

the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

## Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <i>[Government of Nepal]</i> .”
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is <b>Inspection Agents Service for Road Safety Crash Barrier and accessories.</b> The identification number of the Contract is <b>RSDPAF-Non Cons-Ins.Agent-RS-01</b>
1.1(h)	The Employer is <b>Department of Roads Programme Coordinator</b> Road Sector Development Project (RSDP)  The Employer’s Representative is <b>Project In Charge (PIC)</b> <b>Baitadi Darchula Road Project.</b> <b>Khodpe Bajhang Road Project.</b> <b>Shitalpati Musikot Road Project.</b> <b>Chhinchu Jajarkot Road Project.</b> <b>Surkhet Jumla Road Project.</b>
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: <i>Law of Nepal</i>
1.3	The language is <i>English</i>
1.4	The addresses are: Employer: <b>Department of Roads Road Sector Development Project (RSDP)</b> Attention: <b>Programme Coordinator</b> Facsimile: 0977-1-4216319



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: <u>Programme Coordinator</u> For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is <i>7 days after signing of the Contract.</i>
2.2.2	The Starting Date for the commencement of Services is <i>7 days after effectiveness of the Contract.</i>
2.3	The Intended Completion Date is <i>365 days after commencement of the service.</i>
3.2.3	Activities prohibited after termination of this Contract are: None
3.4	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Service Provider or its personnel with a minimum coverage of <b>NRs. 4,000,000.00</b></li> <li>(ii) Third Party liability insurance, with a minimum coverage of <b>NRs. 1,000,000.00</b></li> <li>(iii) Employer's liability and workers' compensation insurance in respect of the personnel of the Service Provider in accordance with the relevant provision of the Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate</li> <li>(iv) Professional liability insurance, with a minimum coverage of <b>one and half (1.5)</b> times of the total sum of the Contract</li> <li>(v) insurance against loss or damage to equipment and property used in the performance of the Service</li> </ul>
3.5(d)	The other actions are <u>none</u> .
3.7	Restrictions on the use of documents prepared by the Service Provider are: The Inspection Agent shall use or provide the documents with the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	permission of the Employer for other purpose.
3.8.1	The liquidated damages rate is 0.05 % of Contract price per day. The maximum amount of liquidated damages for the whole contract is Ten (10) percent of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is <i>Twenty five (25)</i> .
5.1	The assistance and exemptions provided to the Service Provider are: Not Applicable
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable.
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization: Ten (10) percent of the Contract Price shall be paid within thirty (30) days after signing of the contract against the submission of advance payment bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> <li>➤ Prorata basis of evaluated total lumpsum amount for inspection as per progress of inspection <ul style="list-style-type: none"> <li>➤ Ten (10) percent of the lump sum contract wise amount upon submission and acceptance of Inception Report with details of the procedure of Inspection upon Inspection of Manufactures' acceptable facilities for production of Steel W-Beam Crash Barrier and accessories</li> <li>➤ Fifty (50) percent of the lump sum contract wise amount upon submission and acceptance of Inspection Report with Inspection Certificate with completion of Inspection and Testing of Steel W-Beam Crash Barrier and accessories before dispatch from Manufacturer's premises</li> <li>➤ Thirty (30) percent of the lump sum contract wise amount upon submission and acceptance of Inspection Report with Inspection Certificate with completion of Inspection and Testing of Steel W-Beam Crash Barrier and accessories upon delivery to the designated</li> </ul> </li> </ul> </li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>storage site</p> <ul style="list-style-type: none"> <li>➤ Ten (10) percent of the lump sum contract wise amount upon issuance of the Defect Liability Certificate and submission of clearance of taxes and duties.</li> <li>➤ payment of reimbursable amount as per evidence of expenditure</li> </ul> <p>Should the certification not be provided, or refused in writing by the employer to the Inspection Agent within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> <li>• The amortization of the Advance payment mentioned above at the rate of twenty (20) percent shall commence when the cumulative progress payments have reached 25% of the contract price and be completed when the cumulative progress payments have reached 75%.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>
6.5	<p>Payment shall be made within 30days of receipt of the invoice and the complete relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment.</p> <p>The interest rate is 6%.</p>
6.6.1	<p>Price adjustment is <i>not to be applied</i> in accordance with Sub-Clause 6.6.</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <i>As described in Annex A, Description of Services (Terms of Reference)</i></p> <p>The Defects Liability Period is 365 days.</p>
8.2.3	<p>The Adjudicator is _____. Who will be paid a rate of NRs. 2000.00 per hour of work. The following reimbursable expenses are recognized: Office accommodation, transportation, stationery and secretarial services and field expenses</p>
8.2.4	<p>The following arbitration procedures will be used</p> <ul style="list-style-type: none"> <li>(a) Contracts with foreign Service Provider: Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force</li> <li>(b) Contracts with national Service Provider: Any</li> </ul>

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act 2055 (1999) of Nepal:
<b>8.2.5</b>	The designated Appointing Authority for a new Adjudicator is The chairperson of Nepal Engineering Council.

## **Section VIII. Performance Specifications and Drawings**

## **Section IX. Contract Forms**

### **Table of Forms**

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## Performance Bank Guarantee (Conditional)

### [NOT APPLICABLE]

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Guarantor") of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Employer") of the other part.

Whereas

(1) This Agreement is supplemental to a contract (hereinafter called the Contract) made between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Service Provider) of the one part and the Employer of the other part whereby the Service Provider agreed and undertook to execute the Services of \_\_\_\_\_ for the sum of \_\_\_\_\_ being the Contract Price; and

(2) The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

Now therefore the Guarantor hereby agrees with the Employer that upon receipt of

- (1) a written notice to the Guarantor from the Service Provider, or
- (2) a written notice to the Guarantor from the Adjudicator, or
- (3) a binding arbitration or Court award confirming that the amount of the Guarantee is payable to the Employer,

the Guarantor will indemnify and pay the Employer the sum of \_\_\_\_\_, \_\_\_\_\_ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor not later than the date of issue of the Defects Liability Certificate.

The Guarantor shall not be discharged or released from his Guarantee by an arrangement between the Service Provider and the Employer, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Service Provider, or by any forbearance on the part of the Service Provider, whether as to the payment, time, performance or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

Given under our hand on the date first mentioned above.

Signed by \_\_\_\_\_  
for and on behalf of the Guarantor in the presence of \_\_\_\_\_

Signed by \_\_\_\_\_  
for and on behalf of the Employer in the presence of \_\_\_\_\_

### Performance Bank Guarantee (Unconditional)

To: \_\_\_\_\_

Whereas \_\_\_\_\_ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the Contract");

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

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

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

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

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

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_



## Performance Bond

### [NOT APPLICABLE]

By this Bond, \_\_\_\_\_ as Principal (hereinafter called “the Service Provider”) and \_\_\_\_\_ as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called “the Employer”) in the amount of \_\_\_\_\_/ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Service Provider under the Contract, less the amount properly paid by the Employer to the Service Provider; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

## Bank Guarantee for Advance Payment

To: \_\_\_\_\_

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, \_\_\_\_\_ (hereinafter called “the Service Provider”) shall deposit with \_\_\_\_\_ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_

We, the \_\_\_\_\_, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding \_\_\_\_\_

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

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_

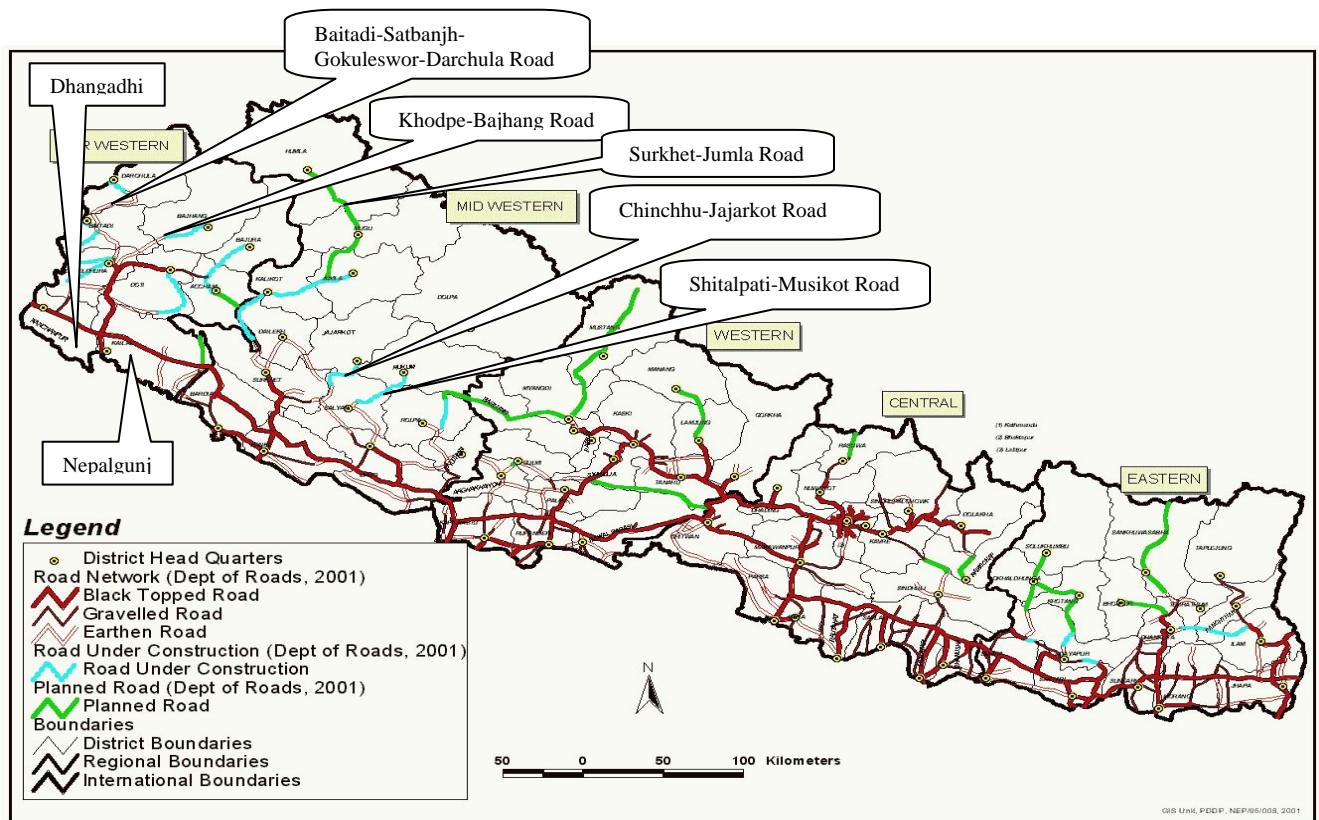
## Appendix A: Description of the Services

**TERMS OF REFERENCE**  
**Non-Consultant Services**  
**For**  
**Inspection Agents Service for Road Safety Crash Barrier and accessories**

**1. Background**

The Government of Nepal has received financing from the World Bank toward the cost of the Road Sector Development Project. Under the project it is intended to install road safety crash barriers in following roads which have been upgraded/being upgraded:

- a) Tripurasundari(Baitadi)-Satbanjh-Gokuleswor-Dharchula Road
- b) Khodpe-Bajhang Road
- c) Sitalpati-Musikot Road
- d) Chinchhu-Jajarkot Road
- e) Surkhet-Talodhungeswor-Dailekh Road
- f) Talodhungeswor-Jumla Road



*Probable Storage site: Nepalgunj/Dhangadhi*

Road Sector Development Project has initiated procurement of 'Supply and Installation of Steel W-Beam Crash Barrier' in three following contracts which are in bidding stage. The Bidding Documents and details for the contracts are available in Department of Roads website <http://www.dor.gov.np> E-procurement section.

Contract ID No.	Road Name
<b>Slice-1:</b> RSDPAF-W-RS-ICB-TSGD & KB-1	Tripurasundari (Baitadi)-Satbanjh-Gokuleshwor-Darchula and Khodpe-Bajhang Road
<b>Slice-2:</b> RSDPAF-W-RS-ICB-SM, CJ & STD-2	Sitalpati-Musikot, Chinchhu-Jajarkot and Surkhet-Talodhangeswor-Dailekh Road
<b>Slice-3:</b> RSDPAF-W-RS-ICB-TJ-3	Talodhangeswor-Jumla Road

Road Sector Development Project, Foreign Cooperation Branch, Department of Roads under the Ministry of Physical Infrastructure and Transport and intends to apply part of the proceeds for non-consulting services of an Inspection Agent. The scope of the Inspection Agent services to handle inspection of Road Safety Crash Barrier and accessories. The Inspection Agent will be responsible for quality and quantity assurance of the Crash Barrier and related necessary accessories.

## 2. Objective

Road Sector Development Project intends to hire the services of inspection agencies to ensure that the road safety crash barrier and accessories meet the required standards and conform to the technical specifications. This will be achieved through pre-dispatch inspections as well as after delivery inspections.

## 3. Tasks to be carried out

On receipt of inspection order from the Employer, the Inspection Agent will carry out but not limited to the following tasks:

### **Inspection before start of manufacture**

- a) To visit the contractors' manufacturer's premises/warehouse
- b) To verify the handling and the storage conditions
- c) To verify product & packaging specification, Quality Assurance requirements contained in the technical specifications as per specification of Contract Agreement for Supply and Installation of Steel W-Beam Crash Barrier (road Safety Works) between the Employer and Contractor (*Contract Agreement*).

### **Inspection and Testing before dispatch from Manufacturer premises**

- a) To verify lot wise certificates of quality control submitted by the manufacturer
- b) To verify batch production records of the batches offered for inspection
- c) To witness and ensure that the sampling is carried out as per Standard Procedures while drawing two sets of samples from every batch one set for retention and the other set for test in laboratory. Sampling should comply with provisions of the technical specifications as included in the *Contract Agreement for Supply and Installation of Steel W-Beam Crash Barrier*.
- d) To witness and ensure that the representative sampling is carried out and the operations in no way contaminate the samples drawn
- e) After completion of sampling, the sampled batch or lot must be signed and marked with the seal of Inspection Agent to ensure that only those supplies, which have been inspected and

- passed in the inspection, can be supplied to the consignees. The Inspection Agent shall ensure that the seal affixed is tamper-proof and verifiable upon the delivery at the agreed storage site.
- f) To assist the Employer in identifying the Accredited Laboratory (*Laboratory*) and ensuring the appropriate laboratory facility for testing as per the requirement of the *Contract Agreement* in the vicinity.
  - g) To witness and ensure the Contractor carries out the packaging of the samples in such a way that integrity of the samples is maintained and that no cross contamination takes place during transit to the *Laboratory*.
  - h) To code mark the samples in such a way that the name of manufacturer does not come in the knowledge of the *Laboratory*.
  - i) To prepare a requisition slip to the Laboratory indicating the details of technical specification, along with other related information, which are required for testing of the item. The requisition slip should not indicate the name of manufacturer.
  - j) To ensure the safe delivery of the samples to the *Laboratory*.
  - k) To obtain the results from the *Laboratory*, decode and to check for their compliance with specifications
  - l) After completion of the activities of inspection, the Inspection Agent will issue an Inspection Certificate supported by *Laboratory* test results & other observations. The Inspection Certificate should clearly state that whether the items inspected are 'Pass' or 'Fail'.
  - m) The Inspection Agent requires to perform pre-shipment inspections and ensure that only those supplies, which have been inspected and passed in the inspection, can be supplied to the consignees.
  - n) After acceptance of Steel W-Beam Crash Barrier and accessories, the batch or lot of the sampled product must be signed and marked with the seal of Inspection Agent to ensure that only those supplies, which have been inspected and passed in the inspection, can be supplied to the consignees. The Inspection Agent shall ensure that the seal affixed is tamper-proof and verifiable upon the delivery at the agreed storage site.
  - o) The Inspection Agent shall also certify the quantity of Steel W-Beam Crash Barrier and related accessories to be dispatched.

#### **Inspection and Testing after delivery to the designated storage yard**

- a) The Inspection Agent shall examine and certify that the seal affixed is tamper-proof upon delivery to the designated storage yard.
- b) To witness and ensure that the sampling is carried out as per Standard Procedures while drawing two sets of samples from every batch one set for retention and the other set for test in laboratory. Sampling should comply with provisions of the technical specifications as included in the Supply and Installation Contract Agreement.
- c) To witness and ensure that the representative sampling is carried out and the operations in no way contaminate the samples drawn
- d) To assist the Employer in identifying the Accredited Laboratory (*Laboratory*) and ensuring the appropriate laboratory facility for testing as per the requirement of the *Contract Agreement* in the vicinity.

- e) To witness and ensure the Contractor to carry out the packaging of the samples in such a way that integrity of the samples is maintained and that no cross contamination takes place during transit to the *Laboratory*.
- f) To code mark the samples in such a way that the name of manufacturer or the Contractor does not come in the knowledge of the *Laboratory*.
- g) To prepare a requisition slip to the *Laboratory* indicating the details of technical specification, along with other related information, which are required for testing of the item. The requisition slip should not indicate the name of manufacturer.
- h) To ensure the safe delivery of the samples to the *Laboratory*
- i) To obtain the results from the *Laboratory*, decode and to check for their compliance with specifications
- j) After completion of the activities of inspection, the Inspection Agent will issue an Inspection Certificate supported by *Laboratory* test results & other observations. The Inspection Certificate should clearly state that whether the items inspected are 'Pass' or 'Fail'.
- k) The Inspection Agent shall also certify the quantity of Steel W-Beam Crash Barrier and related accessories delivered at the storage site.

#### **4. Duration of the Service**

The duration of the service will be two years including defect liability period one year.

#### **5. Deliverables**

##### **Inception Report**

The agency shall submit the Inception Report in hard bound in 10 numbers along with soft version in original format within fifteen days after signing of the Contract detailing the procedures to be followed.

##### **Inspection Report**

The agency shall issue Inspection Report comprising Inspection certificate in hard bound in original format, immediately after the completion of inspection activities before dispatch from Manufacturer's premises and upon delivery to the designated storage site, to the Employer with copy to:

- Contractor
- Consignee/Consignees
- Any other agency as directed Employer

The Inspection Report comprising Inspection certificate shall be in 10 numbers along with soft version.

##### **Completion Report**

The agency shall submit the Completion Report in hard bound in 10 numbers along with soft version in original format upon completion of defect liability period.

#### **6. Schedule for completion of tasks**

1. The Inspection agency shall have to initiate inspection within seven days of receiving inspection call from the Employer.



2. The Inspection agency shall have to issue the inspection certificate within three days of the completion of all activities.

**7. Data to be provided by the Client**

The Employer shall provide a copy of *Contract Agreements* for Supply and Installation of Crash barrier against which inspection is intended for.

The Inspection Agent shall be responsible in providing all the administrative and support staff along with the key professionals for the accomplishment of the service. The Inspection Agent shall be also responsible for providing all other necessary facilities and logistical support for its staff including office utilities, equipments, communication, office supplies including other cost associated with the execution and accomplishment of the service as per the contract.

**8. List of key professionals and their qualification & experience requirements**

<b>S. No.</b>	<b>Key Position</b>	<b>Number</b>	<b>Professional Qualification</b>	<b>Experience Desired</b>
1	Team Leader	1	M.E. or equivalent in Mechanical Engineering	Ten Years Experience in Inspection of Structural Steel
2	Technical Expert	2	B.E. or equivalent in Mechanical Engineering	Five Years Experience in Inspection of Structural Steel

## **Annexure 1**

### **DETAILED PROCEDURE FOR QUALITY ASSURANCE**

#### **1. Definitions: -**

**Inspection:** - The process of measuring, examining, testing, gauging or otherwise comparing the unit of product with the applicable requirement.

**Sample:** - A sample consists of one or more units of product drawn from a lot, the units of the sample being selected at random without regard to their quality. The number of units of product in the sample is the sample size.

**Pre – Shipment Inspection & Sampling:** - Process of random collection of samples prior to the acceptance of goods after performing an inspection on the consignment.

#### **2. Quality Assurance (Inspection & Testing) before dispatch From Manufacturer's premises:-**

Before accepting the ordered goods, it must be ensured that the goods have been manufactured as per the required specifications provided in the contract. This is normally being carried out through an inspection of the goods and random collection of samples for further testing as per the required specification. The required inspections and tests should be carried out by technically qualified and competent personnel.

When goods are ready for the pre –shipment inspection at the manufacturer's / supplier's premises, an Inspection Offer letter in the Contractor's letter head shall be sent to the Employer by the Contractor which contains at least the following information.

- a) Product Details
- b) Proposed Date for sampling.
- c) Order No.
- d) Consignment No.
- e) Total Offered Quantity
- f) Number of batches
- g) Batch Numbers with batch size
- h) Specification Reference
- i) Total Number of Shippers
- j) Total number of Steel W-Beam Crash Barriers and related accessories
- k) Packaging Details / Configuration

On receipt of the Inspection offer letter from the Contractor, the Employer will send the advice to, the inspection agency for performing the inspection & witnessing the sampling of the offered goods. After receipt of the intimation from the Employer, the inspection agency shall depute its inspectors for the inspection and sampling of the goods. The inspection agency shall intimate the date of commencement of inspection & witnessing the sampling to the Employer and the Contractor.

The inspection procedure shall be as per the provisions contained in the contract. Some of the key guidelines for inspection & sampling are given below.

- a. Verification of Device History Records / Batch Production Records includes in – process records of all the batches that are offered for inspection and sampling to ensure that goods are manufactured as per the relevant Standards
- b. Verification of total quantity and integrity of all offered products with respect to the Contractor’s inspection offer letter
- c. Verification of the marking & labelling details on all stages of packaging units with respect to the *Contract*.
- d. Verification that packaging is in conformance with the *Contract* and is suitable for the chosen transport method.
- e. Verification that registration of the goods as per the *Contract*, where required, has taken place in the country of destination.
- f. Verification of storage condition of goods at manufacturer’s/supplier’s premises.
- g. Random sampling of the products from the batches offered for inspection and ensuring safe delivery of the samples by the Contractor to the Accredited laboratories
- h. After completion of inspection, the packages of inspected items must be marked with the seal of inspection agency to ensure that only those supplies, which have been inspected and passed in the inspection, can be supplied to the consignees. The inspection agency will ensure that the seal affixed is tamper-proof and verifiable.
- i. Issue a certificate of inspection (acceptance or non- acceptance) and prepare a detailed inspection report.
- j. Verification of completeness and accuracy of the manufacturer’s documents that will accompany each consignment, including final invoice, packing list, certificate of analysis or as otherwise specified in the *Contract*.
- k. Issue a dispatch clearance certificate for the accepted goods.

### **3. Inspection and Testing after delivery at storage site**

Upon delivery of the goods at designated storage site, the Inspection Agent shall confirm that the goods delivered as inspected and certified before the dispatch from the manufacturer’s premises. The Inspection Agent shall carry out the inspection of the goods and random collection of samples for further testing as per the required specification. The required inspections and tests should be carried out by technically qualified and competent personnel.

When goods are delivered to the designated storage site, an Inspection Offer letter in the Contractor’s letter head shall be sent to the Employer by the Contractor which contains at least the following information.

- l) Product Details
- m) Proposed Date for sampling.
- n) Order No.
- o) Consignment No.
- p) Total Offered Quantity
- q) Number of batches
- r) Batch Numbers with batch size
- s) Specification Reference
- t) Total Number of Shippers

- u) Total number of Steel W-Beam Crash Barriers and related accessories
- v) Packaging Details / Configuration

On receipt of the Inspection offer letter from the Contractor, the Employer will send the advice to, the inspection agency for performing the inspection & witnessing the sampling of the offered goods. After receipt of the intimation from the Employer, the inspection agency shall depute its inspectors for the inspection and witnessing the sampling of goods. The inspection agency shall intimate the date of commencement of inspection and witnessing the sampling to the Employer and the Contractor.

The inspection procedure shall be as per the provisions contained in the contract. Some of the key guidelines for inspection & sampling are given below.

- a) Verification of goods that are offered for inspection and sampling to ensure that goods are delivered as inspected and certified at the manufacturer's premises
- b) Verification of total quantity and integrity of all offered products with respect to the Contractor's inspection offer letter
- c) Verification that packaging is in conformance with the agreed modality and is delivered by the chosen transport method.
- d) Verification of storage condition of goods at designated storage site.
- e) Random sampling of the products from the batches offered for inspection and ensuring safe delivery of the samples by the Contractor to the Accredited laboratories
- f) After completion of inspection, the packages of inspected items must be marked with the seal of inspection agency to ensure that only those supplies, which have been inspected and passed in the inspection, can be supplied to the installation site. The inspection agency will ensure that the seal affixed is tamper-proof and verifiable.
- g) Issue a certificate of inspection (acceptance or non- acceptance) and prepare a detailed inspection report.
- h) Verification of completeness and accuracy of the documents that will accompany each consignment, including final invoice, packing list, certificate of analysis or as otherwise specified in the *Contract*.
- i) Issue a dispatch clearance certificate for the delivery to the installation site for the accepted goods.

## Annexure 2

### TENTATIVE LIST OF ITEMS FOR INSPECTION

#### Plant and Mandatory Spare Parts

**Contract No.: RSDPAF-W-RS-ICB-TSGD & KB-1**

**[Tripurasundari (Baitadi)-Satbanjh-Gokuleswor-Darchula and Khodpe-Bajhang Road]**

Item	Description	Unit	Qty.
1	Supply, delivery, storage and safeguard of hot dip galvanized W-beam of 3.43mm thick corrugated sheet conforming to AASHTO 180-12, all complete.		
1a	4.318m long, straight	No.	2,236
1b	2.318m long, curved (Inner radius18m)	No.	4,469
1c	2.318m long, straight	No.	5,956
1d	0.3m long, (as shown on drawing)	No.	2,235
2	Supply, delivery, storage and safeguard of hot dip galvanized C-Channel post having a section of 150x75x5mm and L=1.80m) conforming to AASHTO 180-12, all complete.	No.	15,624
3	Supply, delivery, storage and safeguard of hot dip galvanized C-Channel spacer having a section of 150x75x5mm and L=0.33m) conforming to AASHTO 180-12, all complete.	No.	15,624
4	Supply, delivery, storage and safeguard of hot dip galvanized End/Fish tail section conforming to AASHTO 180-12, all complete.	No.	1,490
5	Supply, delivery, storage and safeguard of hot dip galvanized Bolt and Nuts of size 15.88mm diameter conforming to AASHTO 180-12, all complete.	No.	165,001
6	Supply, delivery, storage and safeguard of hot dip galvanized rectangular section of size 76.20x44.50mm Beam washer having a hole of 17.5x24.4mm conforming to AASHTO 180-12, all complete.	No.	165,001

## Contract No.: RSDPAF-W-RS-ICB-SM, CJ &STD-2

**[Sitalpati-Musikot, Chinchhu-Jajarkot and Surkhet-Talodhangeswor-Dailekh Road]**

Item	Description	Unit	Qty.
1	Supply, delivery, storage and safeguard of hot dip galvanized W-beam of 3.43mm thick corrugated sheet conforming to AASHTO 180-12, all complete.		
1a	4.318m long, straight	No.	2,334
1b	2.318m long, curved (Inner radius18m)	No.	4,666
1c	2.318m long, straight	No.	6,219
1d	0.3m long, (as shown on drawing)	No.	2,334
2	Supply, delivery, storage and safeguard of hot dip galvanized C-Channel post having a section of 150x75x5mm and L=1.80m) conforming to AASHTO 180-12, all complete.	No.	16,316
3	Supply, delivery, storage and safeguard of hot dip galvanized C-Channel spacer having a section of 150x75x5mm and L=0.33m) conforming to AASHTO 180-12, all complete.	No.	16,316
4	Supply, delivery, storage and safeguard of hot dip galvanized End/Fish tail section conforming to AASHTO 180-12, all complete.	No.	1,555
5	Supply, delivery, storage and safeguard of hot dip galvanized Bolt and Nuts of size 15.88mm diameter conforming to AASHTO 180-12, all complete.	No.	168,957
6	Supply, delivery, storage and safeguard of hot dip galvanized rectangular section of size 76.20x44.50mm Beam washer having a hole of 17.5x24.4mm conforming to AASHTO 180-12, all complete.	No.	168,957

**Contract No.: RSDPAF-W-RS-ICB-TJ-3****[Tallohdungeswor-Jumla Road]**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>
1	Supply, delivery, storage and safeguard of hot dip galvanized W-beam of 3.43mm thick corrugated sheet conforming to AASHTO 180-12, all complete.		
1a	4.318m long, straight	No.	1,691
1b	2.318m long, curved (Inner radius 18m)	No.	3,379
1c	2.318m long, straight	No.	4,503
1d	0.3m long, (as shown on drawing)	No.	1,690
2	Supply, delivery, storage and safeguard of hot dip galvanized C-Channel post having a section of 150x75x5mm and L=1.80m) conforming to AASHTO 180-12, all complete.	No.	11,817
3	Supply, delivery, storage and safeguard of hot dip galvanized C-Channel spacer having a section of 150x75x5mm and L=0.33m) conforming to AASHTO 180-12, all complete.	No.	11,817
4	Supply, delivery, storage and safeguard of hot dip galvanized End/Fish tail section conforming to AASHTO 180-12, all complete.	No.	1,127
5	Supply, delivery, storage and safeguard of hot dip galvanized Bolt and Nuts of size 15.88mm diameter conforming to AASHTO 180-12, all complete.	No.	124,797
6	Supply, delivery, storage and safeguard of hot dip galvanized rectangular section of size 76.20x44.50mm Beam washer having a hole of 17.5x24.4mm conforming to AASHTO 180-12, all complete.	No.	124,797

**NOTE: The contract wise quantity of Plant and Mandatory Spare Parts are subject to change within the range of 15%.**

## **Annexure 3**

### **Employer’s Requirement for Supply and Installation of W-Beam Crash Barrier (Road Safety Works)**

#### **1. General**

1.1 The work shall consist of furnishing/providing of all components of Steel W-Beam Crash Barrier and installation of steel beam crash barrier of dimensions as shown on the drawing(s) or as directed by the Engineer.

1.2. Steel w-beam crash barrier shall generally be located on approaches to bridge structures, at locations where embankment height is more than 3 meters and at sharp horizontal curves or as directed by the Engineer.

#### **2. Materials**

The design materials to be used and the location of metal beam crash barrier shall conform to relevant drawings or as otherwise directed by the Engineer.

##### **2.1 Before placing order for manufacture**

The Contractor shall confirm with the Engineer before placing order for manufacturing to the manufacturer (already recognized) of all the components of Steel Beam Crash Barrier providing the details as following:

- a. Name of manufacturer with product, process and system details;
- b. General features of the product/process/system along with specifications and standards for the product/process/system;
- c. Authenticated copies of license for production;
- d. Details of projects where the product/process/system has been successfully used;

##### **2.2 Technical Specification for Steel Crash Barrier and Accessories**

SN	Item	Requirement
1	<b>W-beam guard rail</b> : Hot dip galvanized <b>W-beam guard rail</b> of 3.43 mm thick (Base metal nominal thickness) corrugated sheet of appropriate length with required effective length conforming to guard rails of Type I and Class B, AASHTO M 180-12	Base Metal: The beam, end sections shall consist of sheet made of open hearth, electric furnace, or basic oxygen steel and shall meet the mechanical properties specified below. <ul style="list-style-type: none"> <li>• Beams and end sections:                             <ul style="list-style-type: none"> <li>Yield Point, minimum, 345 MPa;</li> <li>Tensile Strength, minimum 483 MPa; and</li> <li>Elongation, in 50 mm, minimum, 12 percent.</li> </ul> </li> <li>• Zinc: The zinc used for the coating of Type I section shall be as prescribed in ASTM B 6, and shall be at least equal to the grade designated as “Prime Western.”</li> </ul>



SN	Item	Requirement
	4.318m length 2.318m length (curved, inner radius 18m) 2.318m length 0.3m length	Zinc Coating: 550 gm per sqm minimum single spot
2	<b>C-Channel post:</b> Hot dip galvanized C-Channel post having a section of 150 x 75 x 5mm and length of 1800 mm conforming ST-42/IS 5986 FE 410 Grade Steel	C-Channel Post shall be of following materials. <ul style="list-style-type: none"> <li>• Cold roll formed “C” Channel having of size: 150 mm x 75 mm x 5 mm, Length of Post – 1800mm.</li> <li>• Raw Material: ST-42 / IS 5986 FE 410 Grade steel and hot dip galvanize 250 Tensile strength, minimum 410 MPa; Zinc Coating: 550 gm/sqm minimum single spot</li> </ul>
3	<b>C-Channel spacer:</b> Hot dip galvanized C-Channel spacer having a section of 150 x 75 x 5mm and length of 330 mm to conforming ST-42/IS 5986 FE 410 Grade Steel	C-Channel spacer shall be of following materials. <ul style="list-style-type: none"> <li>• Cold roll formed “C” Channel having of size: 150mm x75mmx5mm, Length of Spacer– 330mm.</li> <li>• Raw Material: ST-42 / IS 5986 FE 410 Grade steel and hot dip galvanized.</li> <li>• Strength, minimum 410 MPa; Zinc Coating: 550 gm/sqm minimum single spot</li> </ul>
4	<b>End/Fish tail section:</b> Hot dip galvanized End/Fish tail section conforming to AASHTO M 180-12	Base Metal: The End/Fish tail section shall consist of sheet made of open hearth, electric furnace, or basic oxygen steel and shall meet the mechanical properties specified below. <ul style="list-style-type: none"> <li>• End/Fish tail sections: Yield Point, minimum, 227 MPa; and Tensile Strength, minimum 310 MPa.</li> <li>• Zinc: The zinc used for the coating of Type I sections shall be as prescribed in ASTM B 6, and shall be at least equal to the grade designated as “Prime Western.”</li> <li>• Zinc Coating: 550 gm per sq m minimum single spot.</li> </ul>
5	<b>Bolt and Nuts:</b> Bolt and Nuts conforming to AASHTO M 180-12	<ul style="list-style-type: none"> <li>• Bolts and nuts for beams shall conform to or exceed the requirements of ASTM A 307 and shall be hot-dip zinc coated in accordance with the requirements of M 232M/M 232, Class C or mechanically zinc coated in accordance with M 298, Class 50, Type 1.</li> <li>• Steel for bolts shall be made by the open-hearth, basic –oxygen,</li> </ul>

SN	Item	Requirement
		or electric furnace process. <ul style="list-style-type: none"> <li>• The nut shall be of grade A and hex style</li> <li>• Tensile Strength, minimum 415MPa.</li> <li>• Elongation, minimum 18%</li> <li>• All connections or splices shall be formed with oval shoulder button headed bolts to minimize projections on the roadside of the guardrail. Splice and post bolts and nuts shall conform to the configurations shown in drawings.</li> </ul>
6	<b>Washers:</b> Washer conforming to AASHTO M 180-12	<ul style="list-style-type: none"> <li>• Washers shall be rectangular as shown in drawings. Washers for beams shall be galvanized in accordance with these specifications. Washers shall be hot-dip zinc coated in accordance with the requirements M 232M/M 232.</li> </ul>

**2.3 Inspection and Testing before dispatch from Manufacturer premises:**

The Contractor shall be responsible for testing and conforming compliance of the quality of Steel W-Beam Crash Barrier and all related accessories as specified in the above table before dispatching them from manufacturer’s premises. The Contractor shall bear the cost related to all sampling and testing cost including any transportation cost of sample to the laboratory.

The Contractor shall inform when the production of the total quantity of the Steel W-Beam Crash Barrier and its accessories is completed. The Engineer can take assistance of **Inspection Agent** for the verification while the Contractor makes arrangement of sampling and testing of compliance with specification requirement of Steel W-Beam Crash Barrier and its accessories in the country of origin from an independent laboratory accredited by reputed accreditation agencies and their quantity.

**Frequency of sampling:**

One piece of Steel W-Beam Crash Barrier, end section, washer, channel post, spacer from each 200 pieces in a lot or from each lot if less than 200 pieces shall be sampled for determination of compliance with specification requirement.

From each lot the number of tests for the fulfillment of requirements for Nut and Bolts shall be as follows:

Number of pieces in lot	Number of Supplies
800 and under	1
801 to 8000	2
8001 to 22000	3
Over 22000	5

## 2.4 Packing of Steel W- Beam Crash Barrier and accessories

The Steel Beam Crash Barrier and accessories shall be well packed after the verification of compliance with specification requirement to the acceptable standard by the Engineer/Inspection agent before dispatching from the manufacturer's premises. The packing shall facilitate safe transportation/shipment which ensures maintaining the true shape and zinc coating. The packing shall be tagged by the Engineer/Inspection Agent before dispatching from the manufacturer's premises and shall remain intact upon arrival at designated storage site.

## 2.5 Storage of Metal Beam Crash Barrier and accessories

The Contractor shall be responsible for the safe storage of the Metal Beam Steel Crash Barrier and accessories in the storage yard. The Contractor shall be responsible for the safe keeping of the Metal Beam Crash Barrier and its all accessories until the installation. The contractor shall submit details of storage facility for approval of the Engineer so as to ensure that the crash barriers imported will be stored satisfactorily.

The Contractor shall be responsible for testing and conforming compliance of the quality of Metal Beam crash barrier and all related accessories as specified in above table upon arrival in storage yard. The Contractor shall bear the cost related to all sampling and testing cost including any transportation cost of sample to the laboratory.

The Contractor shall inform when the delivery of Metal Beam Crash Barrier and its accessories to the storage yard is completed. The Engineer can take assistance of **Inspection Agent** for the verification while the Contractor makes arrangement of sampling and testing of compliance with specification requirement of Metal Beam Crash Barrier and its accessories from an independent laboratory accredited by reputed accreditation agencies in the Employer's Country and their quantity.

## 2.6 Frequency of Sampling

One piece of steel beam crash barrier, end section, washer, channel post, spacer from each 1000 pieces in a lot or from each lot if less than 1000 pieces shall be sampled for determination of compliance with specification requirement.

From each lot the number of tests for the fulfillment of requirements for Nut and Bolts shall be as follows:

Number of pieces in lot	Number of Supplies
4000 and under	1
4001 to 40000	2
40001 to 110000	3
Over 110000	5

## Appendix B: Schedule of Payments

## Schedule of Payment

- Advance for Mobilization: Ten (10) percent of the Contract Price shall be paid within thirty (30) days after signing of the contract against the submission of advance payment bank guarantee for the same.
- Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:
- Prorata basis of evaluated total lumpsum amount for inspection as per progress of inspection
  - Ten (10) percent of the lump sum contract wise amount upon submission and acceptance of Inception Report with details of the procedure of Inspection upon Inspection of Manufactures' acceptable facilities for production of Steel W-Beam Crash Barrier and accessories
  - Fifty (50) percent of the lump sum contract wise amount upon submission and acceptance of Inspection Report with Inspection Certificate with completion of Inspection and Testing of Steel W-Beam Crash Barrier and accessories before dispatch from Manufacturer's premises
  - Thirty (30) percent of the lump sum contract wise amount upon submission and acceptance of Inspection Report with Inspection Certificate with completion of Inspection and Testing of Steel W-Beam Crash Barrier and accessories upon delivery to the designated storage site
  - Ten (10) percent of the lump sum contract wise amount upon issuance of the Defect Liability Certificate and submission of clearance of taxes and duties.
- payment of reimbursable amount as per evidence of expenditure

Should the certification not be provided, or refused in writing by the employer to the Inspection Agent within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.
- The amortization of the Advance payment mentioned above at the rate of twenty (20) percent shall commence when the cumulative progress payments have reached 25% of the contract price and be completed when the cumulative progress payments have reached 75%.

The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.

## Appendix C: Key Personnel and Subcontractor

## Appendix D: Breakdown of Contract Price in Foreign Currency

## Appendix E: Breakdown of Contract Price in Local Currency



## Appendix F: Services and Facilities Provided by the Employer

## **Appendix F: Services and Facilities provided by the Employer**

The Employer shall provide a copy of *Contract Agreements* for Supply and Installation of Crash barrier against which inspection is intended for.

The Inspection Agent shall be responsible in providing all the administrative and support staff along with the key professionals for the accomplishment of the service. The Inspection Agent shall be also responsible for providing all other necessary facilities and logistical support for its staff including office utilities, equipments, communication, office supplies including other cost associated with the execution and accomplishment of the service as per the contract.

# Appendix G: Performance Incentive Compensation

(Not Applicable)