BIDDING DOCUMENT

for

THE PROCUREMENT OF

Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. Hanigad Khola Bridge, and 5. Sailigad Khola Bridge Along Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Section, Doti

(Design and Build Contract)

National Competitive Bidding (NCB)

Single-Stage: Two-Envelope Bidding Procedure

Government of Nepal
Ministry of Infrastructure Development
Department of Roads
Federal Road Supervision and Monitoring office, Surkhet
Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project
B.P. Nagar, Doti

Issued on: 30th September 2026

Invitation for Bids No.: 01-DKDRP/DB/083/84

Contract Identification No.: DKDRP/DB/33701132/083/84-01

Abbreviations

BD ... . Bidding Document
BDF ..... Bidding Forms
BDS ..... Bid Data Sheet
APS ... . Activity and Price Schedule
COF ..... Contract Forms
DB ……..Design and Build
DP ... . Development Partners
DoLI ..... Department of Local Infrastructure
e-GP ……Electronic Government Procurement
ELI ... . Eligibility
EPC……. Engineering Procurement and Construction
EQC ... . Evaluation and Qualification Criteria
EXP ... . Experience
FIN ... . Financial
GCC ... . General Conditions of Contract
GoN[1] ... . Government of Nepal
ICC ..... International Chamber of Commerce
IFB …… Invitation for Bids
ITB ... . Instructions to Bidders
JV ... . Joint Venture
LIT ... . Litigation
NCB ... . National Competitive Bidding
NRs……. Nepalese Rupees
PAN ... . Permanent Account Number
PPA ... . Public Procurement Act
PPMO ... . Public Procurement Monitoring Office
PPR ... . Public Procurement Regulations
PL ..... Profit & Loss
PS…… ……Provisional Sum
SBD ..... Standard Bidding Document
SCC ..... Special Conditions of Contract
TS ..... Technical Specifications
VAT ... . Value Added Tax
DB ..... Design and Build
ERQ ... . Employer's Requirements

[1] "GoN" word indicates all public entities according to Public Procurement Act, 2063

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Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project

B.P. Nagar, Doti

Invitation for Bids

Invitation for Bids No: 01-DKDRP/DB/083/84

Date of publication: 2083/06/15 (1st October 2026)

1. ***The Government of Nepal GoN, Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project has allocated funds*** from ***GoN*** towards the cost of "**Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. Hanigad Khola Bridge, and 5. Sailigad Khola Bridge Along Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Section, Doti"** and intends to apply part of the funds to cover eligible payments under the Contract ***for DKDRP/DB/33701132/083/84-1.*** Bidding is open to all eligible as per Section V of bidding document.

2. ***Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project*** invites sealed bids (Hard Copy)from eligible bidders for the construction of **Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. Hanigad Khola Bridge, and 5. Sailigad Khola Bridge Along Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Section, Doti *through Design and Build Contract*** under National Competitive Bidding (NCB) – Single Stage Two Envelope Bidding procedures**.**

   Only eligible bidders with the following key qualifications should participate in this bidding:

   - Minimum Average Annual Construction Turnover of the best 3 years within the last 10 years: **NRs**. **NRs *27,10,00,000/-***
   - Minimum Work experience of similar size and nature: One Motorable Bridge Works within the last **ten (10))** years, with a value of at least ***NRs. 24,40,00,000/-***

3. Under the Single Stage: Two Envelope Procedure, Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Bid and the other (ii) the Price Bid, both in turn enclosed in one sealed envelope as per the provision of ITB 22 of the Bidding Document.

4. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of

   Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project

   Site Office, Godawari, Kailali

   Telephone: 9858484026

   Electronic mail address: khutiyadipayal@gmail.com

5. A complete set of Bidding Documents may be purchased from the office by eligible Bidders on the submission of a written application, along with the *copy of company/firm registration certificate*, and upon payment of a non-refundable fee of NRs 20,000/- deposited at following Bank Detail or may download from office website https://www.dor.gov.np/khutiyadipayal.

   Name of the Bank: Rastriya Banijya Bank Doti

   Revenue A/c Name: Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhangr Road project

(Office Code No.:337017102)

Account No.:1000100200010000

Rajaswa (Revenue) Shirshak no.:14229

6. Pre-bid meeting shall be held at Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Project, Site Office, Godawari, Kailali at 13:00 hrs. on 2083/06/23 (9th Oct 2026).
7. Sealed Bid must be submitted before 12:00 ***hrs. on*** 2083/07/16 (2nd November 2026)**.** Bids received after this deadline will be rejected.
8. The bids will be opened in the presence of Bidders' representatives who choose to attend at 13***:00 hrs. on*** 2083/07/16 (2nd November 2026) at the office of Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Project, Site Office, Godawari, Kailali. Bids must be valid for a period of ***120 days*** *from* the bid submission deadline and must be accompanied by a bid security or scanned copy of the bid security in pdf format amounting to a minimum of **NRs. 1,10,00,000/-**, which shall be valid for 30 days beyond the validity period of the bid.
9. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.

Part I: BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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Section I: Instructions to Bidders

A. General	
1. Scope of Bid	1.1 In connection with the Invitation for Bids indicated **in the Bid Data Sheet (BDS)**, the Employer, as indicated **in the BDS**, issues this Bidding Document for the procurement of works in the Design and Build contract as specified in Section VI (Employer's Requirements). The ***name, identification, and number*** of lots (contracts) / multiple contracts of the National Competitive Bidding (NCB) are **provided in the BDS.**
	1.2 Throughout this Bidding Document: (a) the term "in writing" means communicated in written form and delivered against receipt and received through e-GP system or email or fax or courier; (b) Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) "day" means calendar day.
2. Source of Funds	2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency **indicated in the BDS** plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. Or Public Entities' own Resource Funded: In accordance with its annual program and budget, approved by the public entity, the implementing agency **indicated in the BDS** plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. Or DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") **indicated in the BDS** toward the cost of the project named in the BDS. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
	2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan/Grant Agreement"), and will be subject in all respects to the terms and conditions of that Loan/Grant Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.
3. Fraud and Corruption	3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this:

(a) the Employer adopts, for the purposes of this provision, the terms as defined below:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means 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) "coercive practice" means 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;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) 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 (e) materially impeding GoN/DP's contractual rights of audit or access to information; and

(vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) the Employer 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 or other integrity violations in competing for the contract;

(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN/or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.

(d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) The Contractor shall permit the GoN/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to

	have them audited by auditors appointed by the GoN /DP, if so, required by the GoN/DP.
	3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: (a) give or propose improper inducement directly or indirectly, (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price, (g) Contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
	3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract. (d) if the Successful Bidder fails to sign the Contract. (e) if the bidder fails to inform or informs after the specified time about the saturation of maximum number of contracts as per ITB 4.9. (f) a Bidder requests for withdrawal or modification of its bid: (i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission. (g) if the bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification pursuant to ITB 28.1. (h) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 28.1.
	3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law

	for failure to repay a loan disbursed by a bank or financial institution, and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO, the competent authority, and/or the DP.
	3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.
	3.6 Furthermore, Bidders shall be aware of the provisions of GCC 33.4 and 79.2(f).
4. Eligible Bidders	4.1 A Bidder may be a natural person, private entity, or government owned entity subject to ITB 4.5 or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV: (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be as **specified in the BDS** and (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.
	4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-contractors, firm or consultant or suppliers for any part of the Contract including related services.
	4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if any of, including but not limited to, the following apply: (a) they have controlling shareholders in common; or (b) they receive or have received any direct or indirect subsidy from any of them; or (c) they have the same legal representative for purposes of this bid; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. This will result in the

	disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)-(d) above, this does not limit the participation of the same subcontractor in more than one bid; or (f) a Bidder or any of its affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract. or (h) a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity.
	4.4 A firm that is under a declaration of ineligibility by the GoN in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. A firm shall not be eligible to participate in any procurement activities under an DP-financed, -administered, or -supported project while under temporary suspension or debarment by DP pursuant to the DP's Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by the DP, or enforced by other DPs pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected. The list of debarred firm is available at the electronic address **specified in the BDS.**
	4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.
	4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
	4.7 Firms shall be excluded in any of the cases, if (a) 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, Nepal prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country. Where Nepal prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded; (b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm sanctioned or temporarily suspended by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
	4.8 The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured

	maximum number of construction contracts (in open competitive bidding) **as specified in BDS** and has not yet completed the work as stipulated in the respective contracts.
	4.9 For the purpose of ITB 4.8 above, the bidder shall declare that the bidder, and all parties constituting the Bidder have not already secured maximum number of construction contract (in open competitive bidding) **as specified in BDS**. If the bidder, and all parties constituting the Bidder has participated in bidding processes of many public entities and during that period the maximum number of contracts have been attained as specified saturates due to issuance of letters of acceptance by a particular public entity, the bidder shall inform in writing to all other concerned public entities, where the bidder have participated in bidding process, within three days of issuance of last letter of acceptance that saturates the maximum number of contracts as specified.
5.Eligible Materials, Equipment and Services	5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in accordance with Section V (Eligible Countries) and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
	5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
B. Contents of Bidding Documents	
6.Sections of Bidding Document	6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. PART I Bidding Procedures Section I Instructions to Bidders (ITB) Section II Bid Data Sheet (BDS) Section III Evaluation and Qualification Criteria (EQC) Section IV Bidding Forms (BDF) Section V Eligible Countries PART II Requirements Section VI Employer's Requirements (ERQ) Section VII Activity and Price Schedule (APS) PART III Conditions of Contract and Contract Forms Section VIII General Conditions of Contract (GCC) Section IX Special Conditions of Contract (SCC) Section X Contract Forms (COF)
	6.2 The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.
	6.3 The Employer is not responsible for the completeness of the Bidding

	Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its bid all information and documentation as is required by the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in BDS** or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received within the period as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.
	7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a Contract for Design and Construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for **in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer as **mentioned in BDS.**
	7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
	7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification

	of a Bidder.
8. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing an Addendum or several Addenda.
	8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
	8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.
C. Preparation of Bids	
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, 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 that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11.Documents Comprising the Bid	11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
	11.2 The Technical Bid shall comprise the following: (a) Letter of Technical Bid; (b) Bid Security in accordance with ITB 20; (c) alternative Technical Bid, at Bidder's option and if permissible, in accordance with ITB 13; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2; (e) documentary evidence in accordance with ITB 14, establishing the Bidder's eligibility and qualifications to perform the contract; (f) Technical Proposal in accordance with ITB 16; (g) documentary evidence in accordance with ITB 15, that the Plant, Materials and Services offered by the Bidder conform to the Bidding Document; (h) In the case of a bid submitted by a Joint Venture, the bid shall include a copy of the Joint Venture Agreement entered into by all partners. 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. The Joint Venture agreement, or letter of intent to enter into a Joint Venture including a draft agreement shall indicate at least the parts of the Works to be executed by the respective partners; (i) list of subcontractors, in accordance with ITB 16.2 (if any); and (j) Any other documents required in the **BDS**.
	11.3 The Price Bid shall comprise the following: (a) Letter of Price Bid; (b) completed Activity and Price Schedule, in accordance with ITB 12 and ITB 17, or as stipulated **in the BDS**; (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13; (d) Table of Price adjustment (if applicable); and (e) Any other document required in the **BDS**.
	11.4 The Bidder is solely responsible for the authenticity of the submitted documents.
	11.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.
12. Letter of Bid and Schedules	12.1 The Letters of Technical Bid and Price Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section IV (Bidding Forms) and in Section VII (Activity and Price Schedule). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
	13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the **BDS**, and the method of evaluating different time schedules will be described in Section III (Evaluation and Qualification Criteria).
	13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's Requirements as described in the Bidding Document must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer's Requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the evaluated Bidder whose bid price is closest to the Average Bid Price conforming to the basic technical requirements shall be considered by the Employer.
	13.4 When Bidders are invited in the **BDS** to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section VI (Employer's Requirements). Technical alternatives for the

	specific parts of the facilities that comply with the performance and technical criteria specified for the plant and services shall be considered by the Employer on their own merits, pursuant to ITB 32.
14. Documents Establishing Eligibility and Qualifications of the Bidder	14.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).
15. Documents Establishing Conformity of the Plant, Materials and Works	15.1 The documentary evidence of the conformity of the Works with the Bidding Documents may be in the form of literature, drawings and data, and shall include: (a) Detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer's Requirements; (b) A list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing operation of the Works for the period named in the **BDS**, following Contract Completion Date; and (c) Adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, in its technical proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Employer.
	15.2 The Bidder shall be responsible for ensuring that any proposed subcontractor complies with the requirements of ITB 4, and that any Works to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1
16. Technical Proposal	16.1 The Bidder shall furnish documents establishing conformity of the Works that the Bidder proposes to design and build under the contract along with a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' Technical Proposal to meet the Employer's Requirements and the completion time.
17. Bid Prices and Discounts	17.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.
	17.2 The Bidder shall submit a bid for the entire Works on a "single responsibility" basis such that the total Bid Price covers, in accordance with GCC Subclause 51.1, all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture and subcontracting (if any), delivery, construction, installation, and completion of the Works under the Contract. Items against

	which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the rates and prices for other items and prices in the Priced Activity Schedule.
	17.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid and Priced Activity Schedule shall result in the rejection of the Bid.
	17.4 Bidders are required to quote the price for all obligations outlined in the Bidding Document.
	17.5 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
	17.6 If so, indicated in ITB 36.4, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction (discounts) for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 17.5, provided the Bids for all Contracts are submitted and opened at the same time.
	17.7 Bidders shall give a breakdown of Prices in the manner and detail called for in the Price Schedules included in Section VII (Activity and Price Schedule). The total amount from each Schedule shall be summarized in a Grand Summary giving the total bid price(s) to be entered in the Letter of Price Bid. Schedule No. 1: Provisional Sum Schedule No. 2: General Items Schedule No. 3: Design Services Schedule No. 4: Construction Items Schedule No. 5: Installation and Other Services Schedule No. 6: Operation & Maintenance (if any) Schedule No….: specify if any other schedule in Section VII (Activity and Price Schedule) Schedule No. 7 Grand Summary (Schedule Nos. 1 to 6) (a) Provisional Sum (Schedule No. 1): Shall include the unforeseeable items with appropriated brief description which includes all taxes and shall not be quoted separately by the bidders. (b) General Items (Schedule No. 2) Rates or prices shall include all the rates or prices for the items under this schedule including all taxes, duties, levies, and charges payable in Nepal at the Base Date. (c) Design Services (Schedule No. 3) Rates or prices shall include all taxes, duties, levies, and charges payable in Nepal at the Base Date. (d) Construction Items (Schedule No. 4) shall be quoted separately and

	shall include all the rates or prices of the material, all labor, contractor's equipment, temporary works, consumables, and all matters including the cost for local transportation, insurance, and other services incidental to delivery and things of whatsoever nature, including testing and preparation of maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the works and other services, including all taxes, duties, levies, and charges payable in Nepal at the Base Date. (e) Installation and Other Services (Schedule No. 5) shall be quoted separately and shall include all the rates or prices of the installation and other services which shall include all taxes, duties, levies, and charges payable in Nepal at the Base Date. (f) Operation and maintenance (if any) (Schedule No. 6) during Operation and maintenance period or during defects liability period after completion of construction shall be quoted separately which shall include all taxes, duties, levies, and charges payable in Nepal at the Base Date. [Note: Base Date represents as the date 30 days prior to the deadline for submission of Bids.]
	17.8 The applicability of price adjustment to the prices quoted by the Bidder shall be as specified in the **BDS**. If the prices quoted by the Bidder are subject to price adjustment during the performance of the contract to reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the procedures specified in the corresponding appendix to the Contract Agreement. The Bidder shall furnish the indices (e.g. for labor, materials and equipment), their weightings and source in the Tables of Adjustment Data included in Section IV (Bidding Forms). The Employer may require the Bidder to justify its proposed indices and weightings. Non-compliance of the data (stipulated by the bidder in Tables of Adjustment Data) with requirements described in Section IV (Bidding Forms) shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.
18. Currency of Bid and Payment	18.1 The currency of the bid and payment shall be in Nepalese Rupees.
19. Period of Validity of Bids	19.1 Bids shall remain valid for the period **specified in the BDS**. The bid validity period shall commence from the date fixed for the bid submission deadline as prescribed by the Employer in accordance with ITB 23.1. If the prescribed bid submission deadline falls on a government holiday, the next working day shall be considered the bid submission deadline. In such a case, the validity period of the bids shall still be considered from the original bid submission deadline. In the case of electronic bid submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for bid submission. However, the validity period of the bids shall still be counted from the original bid submission deadline. Any bid valid for a shorter period shall be rejected by the Employer as

	nonresponsive.
	19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.
20. Bid Security	20.1 The Bidder shall furnish as part of its bid, in original form, a bid security as **specified in the BDS**. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.
	20.2 The bid security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Employer's Account as **specified in BDS**. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the validity period of the bid as per ITB 19.1, or beyond any period of extension if requested under ITB 19.2. A bid security valid for a shorter period shall be rejected by the Employer as nonresponsive.
	20.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.
	20.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid, then Bid shall be rejected.
	20.5 The public entity shall return the bid securities except those that are to be forfeited as per ITB 20.6 to the respective bidders within three (3) days after the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant, to ITB 43.1 and ITB 44.1.
	20.6 The bid security shall be forfeited if: **GoN funded:** (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 19.2: (i) during the period of bid validity specified by the Bidder on the Letter of

	Technical Bid and Letter of Price Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Letter of Price Bid, in case of hard copy submission. (b) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 28.1; (c) a Bidder involves in fraud and corruption pursuant to ITB 3.1; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with ITB 36.5, ITB 36.9 and ITB 43.1; or (ii) sign the Contract in accordance with ITB 44.1; or (iii) accept the correction of arithmetical errors pursuant to ITB 37.1 (e) if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.8. **DP funded:** The bid security shall be forfeited (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 19.2; or (b) if the successful Bidder fails to (i) furnish a performance security in accordance with ITB 36.5, ITB 36.9 and ITB 43.1; or (ii) sign the Contract in accordance with ITB 44.1; or (iii) accept arithmetical corrections in accordance with ITB 37.1;
	20.7 The Bid Security of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
21. Format and Signing of Bid	21.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it **"ORIGINAL – TECHNICAL BID"** and **"ORIGINAL – PRICE BID."** Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked **"ALTERNATIVE".** In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them **"COPY."** In the event of any discrepancy between the original and the copies, the original shall prevail. In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 22.1(b).
	21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position

	held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid.
	21.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
D. Submission and Opening of Bids	
22. Sealing and Marking of Bids	22.1 Unless otherwise **specified in BDS**, Bidders shall submit their bids by electronic or by mail/by hand/by courier. Procedures for submission, sealing and marking are as follows: (a) Bidders submitting bids by mail, by hand or by courier i. Bidders shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as : "ORIGINAL TECHNICAL BID","ORIGINAL PRICE BID", "ALTERNATIVE BID" and "COPY OF TECHNICAL BID" and "COPY OF PRICE BID". These envelopes containing the original and the copies shall then be enclosed in one single envelope. ii. The inner and outer envelopes shall: (aa) bear the name and address of the Bidder; (bb) be addressed to the Employer as provided **in BDS 23.1;** (cc) bear the specific identification of this bidding process indicated in **BDS 1.1**; and (dd) The outer envelope and the inner envelope containing Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 26.1. iii. The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 35.1. iv. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause. i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline. ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system. iii. The registered bidders need to maintain their profile data required during preparation of bids.

iv. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.

v. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.

vi. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

The required forms and documents shall be part of technical bids.

No.	Document	Requirement	Remarks
1.	Letter of Technical Bid	Mandatory	PDF
2.	Bid Security / Bank Guarantee	Mandatory	PDF
3.	Firm or Company registration Certificate	Mandatory	PDF
4.	VAT and PAN Registration Certificate	Mandatory (for domestic bidders only)	PDF
5.	Business Registration Licenses	Mandatory	PDF
6.	Tax Clearance Certificate or Tax return submission evidence or evidence of time extension	Mandatory (for domestic bidders only)	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Joint venture agreement	Mandatory in case of JV Bids Only	PDF
9.	Qualification Documents	Mandatory	Using profile data (financia details, contract details etc.) an Technical Proposal
10.	Additional documents specified in ITB 11.2 (j)	Mandatory (If any)	PDF

The required forms and documents shall be part of price bids.

No.	Document	Requirement	Remarks
1.	Letter of Price Bid	Mandatory	PDF
2.	Completed Priced Activity Schedule (ACS)	Mandatory	Online Forms and schedule of rate and price table should be submitted in PDF
3.	Price Adjustment Table	Mandatory (if Applicable)	Online Forms

	4.	Additional Documents specified in ITB 11.3 (e)	Mandatory (If any)	PDF

Note:

a) The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.

b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.

vii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

viii. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.

ix. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.

x. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;

aa) The e-submitted bids must be readable through PDF reader.

bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e-submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.

23. Deadline for Submission of Bids	23.1 Bids must be received by the Employer at the address and no later than the date and time indicated **in the BDS**. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-Gp system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.
	23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids	24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
25. Withdrawal, and Modification of Bids	25.1 A Bidder may withdraw, or modify its bid- Technical or Price - after it has been submitted either in hard copy or by e-submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in Hard Copy **GoN Funded:** Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (a) prepared and submitted in accordance with ITB 21 and ITB 22, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (b) received by the Employer twenty-four hour prior to the deadline prescribed for submission of bids, in accordance with ITB 23. **DP Funded:** A Bidder may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (except that withdrawal notices do not require copies). The corresponding modification of the Bid must accompany the respective written notice. All notices must be (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," and "MODIFICATION;" and (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23. (ii) E-submitted bids. (a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system.
	25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened. In case of hard copy submission, the Bid will be returned unopened to the Bidders.
	25.3 The following provisions apply for withdrawal or modification of the Bids: **GoN Funded:** (i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid, Letter of Price Bid or any extension thereof. (ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration

	of the period of bid validity specified by the Bidder on the Letter of Technical Bid and Letter of Price Bid or any extension thereof. **DP Funded:** No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.
	25.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.
	25.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.
	25.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.
26. Opening of Technical Bid	26.1 The Employer shall open the Technical Bids in public at the address, on the date and time **specified in the BDS** in the presence of Bidders` designated representatives who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer shall reject the Bid as non- responsive bid.
	26.2 The Employer shall download the e-submitted Technical Bid. The e-GP system allows the Employer to download the e-submitted technical bid only after bid opening date and time after login simultaneously by at least two members of the Bid Opening Committee.
	26.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted technical bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.
	26.4 Thereafter, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only the Technical Bid, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 26.1.
	26.5 All other envelopes holding the Technical Bid shall be opened one at a time, reading out: the name of the Bidder; whether there is a modification;

	the presence of a bid security and any other details as the Employer may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No bid shall be rejected at opening of Technical Bids except for late bids, in accordance with ITB 24.1.
	26.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
E. Evaluation and Comparison of Bids	
27. Confidentiality	27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
	27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
	27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
28. Clarification of Bids	28.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 37. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the Technical and Price Bid as per ITB 11.2 and ITB 11.3 for verification of submitted documents for acceptance of the e-submitted bid.
	28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid shall be rejected.
29. Deviations, Reservations, and Omissions	29.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
30. Examination of Technical Bid	30.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been

	submitted. If any of these documents or information is missing, the bid shall be rejected.
	30.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 22.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.
31 Eligibility and Qualification of the Bidder	31.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the eligibility and qualifying criteria specified in Section III (Evaluation and Qualification Criteria).
	31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 14. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates, Subcontractors (other than Specialist Subcontractor, if permitted in ITB 39.2 of the Bidding Document). If two or more companies or firms have been merged prior to the submission of the bid, the qualifications of the companies or firms existing prior to such merger shall be taken into account and shall be deemed to form part of the qualifications of the resulting merged firm or company.
	31.3 An affirmative determination shall be a prerequisite for proceeding with the next step of evaluation under ITB 32 (Determination of Responsiveness of Technical Bid). The Employer reserves the right to reject the Bid of any Bidder found to be in circumstances described in GCC Subclause 79.2(f). A negative determination shall result into the disqualification of the Bid; in which event the Employer shall return the unopened Price Bid to the Bidder.
	31.4. The capabilities of the subcontractors proposed in its Bid for the major items of design and services to be used by a Bidder will also be evaluated for acceptability in accordance with Section 3 (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. In case of design subcontractor, the subcontractor must meet the minimum qualification and experience requirements as set out in the bidding document. The bid will be rejected if the design subcontractor does not meet the requirements.
32. Determination of Responsiveness of Technical Bid	32.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.2.
	32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

	(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. For the avoidance of doubt, Bidders are free to propose any design solution which deviates from any base design solution provided in the Bidding Document, and this will be considered substantially responsive as long as it does not affect the quality or performance of Plant, Materials, and Services specified in the Employer's Requirements and does not change the Employer's rights and Contractor's obligations under the proposed Contract.
	32.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI (Employer's Requirements) have been met without any material deviation, reservation or omission.
	32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
	32.5 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 28.1, the bid shall not be considered for further evaluation.
	32.6 Except in case of e-submission, the Price Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders.
33. Non-conformities Errors, and Omissions	33.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation, or omission.
	33.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
	33.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).
	33.4 If the monetary value of such non-conformities is found to be more than fifteen percent of the Bid Price of the bidder pursuant to ITB 33.3, such bid shall be considered nonresponsive and shall not be involved in evaluation.
34. Detailed	34.1 The Employer will carry out a detailed technical evaluation of the Bids not

Evaluation of Technical Bids	previously rejected as being substantially nonresponsive, to determine whether the technical aspects are in compliance with the Bidding Document. The Bid that does not meet minimum acceptable standards of completeness, consistency, and detail, and the specified minimum and/or maximum requirements for specified functional parameters, will be treated as nonresponsive and hence rejected. To reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following: (a). overall completeness and compliance with the Employer's Requirements; deviations from the Employer's Requirements; conformity of the materials and services offered with specified performance criteria; suitability of the material and services offered in relation to the environmental and climatic conditions prevailing at the site. The Bid that does not meet minimum and/or maximum acceptable standards of completeness, consistency, and detail will be rejected for no responsiveness. (b). other relevant factors, if any, listed in Section III (Evaluation and Qualification Criteria).
	34.2 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
35. Opening of Price Bids	35.1 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given at least 7 days' notice for the opening of Price Bids.
	35.2 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
	35.3 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
	35.4 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification; (c) the Bid Prices, including any discounts and alternative offers; and (d) any other details as the Employer may consider appropriate. Only Price Bids, discounts, modifications, and alternative offers read out and

	recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
	35.5 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, modifications and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
36. Evaluation of Price Bids	36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	36.2 To evaluate a Price Bid, the Employer shall consider the following: (a) the bid price, excluding Value Added Tax, and Provisional Sums in the Summary Priced Activity Schedule**,** but including Day work items, where priced competitively; (b) adjustment for correction of arithmetic errors in accordance with ITB 37.1; (c) adjustment due to discounts offered in accordance with ITB 17.5; (d) adjustment for nonconformities, errors and omission in accordance with ITB 33.3; (e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria). If the evaluated Bid Price of the Bidder is more than 30 (thirty) percent below or substantially higher than the cost estimate, the Employer shall reject the Bid as non-responsive.
	36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	36.4 If this Bidding Document allows Bidders to quote separate prices for different lots (Contracts), and to award multiple Contracts to a single Bidder **as specified in BDS**, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).
	36.5 If the bid for a Unit Rate Contract, evaluated as per ITB 38.1, is front-loaded or has quoted abnormally high rate for any item believing that the item was underestimated, the Employer **shall** require the Bidder to provide clarification along with detailed rate analysis, for any or all items of the Bill of Quantities as per ITB 28.1. The rate analysis submitted shall be analyzed and compared against prevailing norms and rates, on the basis of the work execution methodology, technology, and management methods specified by the bidder. If the clarification is deemed unsatisfactory, the Employer shall require that the amount of the performance security be increased at the expense of the Bidder as **specified in BDS**.

	36.6 All items in the Priced Activity Schedule must be priced. Items against which no rate or price is entered by the Bidder will not be additionally paid for by the Employer when executed and shall be deemed to be covered by the Rates and Prices for other items.
	36.7 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/clarifications as per ITB Clause 28.1, the bid shall not be considered for further evaluation.
	36.8 If all the Bids evaluated are substantially higher than the cost estimate, the employer may negotiate with the bidder who submitted the lowest evaluated substantially responsive Bid to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations. 36.9 If no agreement can be reached as per ITB 36.8, the employer shall cancel the procurement proceedings.
37. Correction of Arithmetical Errors	37.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis: (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the amounts given under the column for the price breakdown shall prevail and the Total Price shall be corrected accordingly; (b) where there are errors between the total of the amounts of Schedule and the amount given in the Grand Summary schedule, the total of the amounts of respective Schedule shall prevail and the Grand Summary schedule shall be corrected accordingly; (c) if there is a discrepancy between the grand total price given in the Grand Summary Schedule and the bid amount in item (c) of the Letter of Price Bid, the grand total price given in the Grand Summary Schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
	37.2 If a Bidder does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.
38. Comparison of Bids	38.1 The Employer shall compare all substantially responsive bids in accordance with ITB 36.2. The Employer shall determine the Average Bid Price of all the substantially responsive Bids. The Bid Price which is closest to the Average Bid Price AND is not substantially higher than the cost estimate shall be selected for awarding the contract. In case two or more Bid Prices are determined to be equally closest to the

	Average Bid Price, the Bid Price which is below the Average Bid Price shall be selected for awarding the contract.
	38.2 While evaluating the Bid Price as per ITB 38.1, if the Bid Price of two or more bidders' is found to be equal, the Employer shall select the bid for awarding the contract by drawing of lots in presence of Bidders' designated representatives who choose to attend in date, time and place as notified by the Employer in writing to the concerned bidders. The Bidder's representatives who are present shall be requested to sign a record evidencing their attendance. The omission of a Bidder's signature on the record or the absence of a Bidder during the drawing of lots shall not invalidate the contents and effect of the record. The method of drawing of lots shall be determined by the Employer.
39. Subcontractor	39.1 The Employer may permit subcontracting for certain specialized works as indicated in Section III (Evaluation and Qualification Criteria). When subcontracting is permitted by the Employer, the sub-contractor shall meet the qualifications criteria as indicated in section III (Evaluation and Qualification Criteria). Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS.**
	39.2 The Bidder shall provide details of the name and nationality of the proposed Subcontractors, consulting firms, or manufacturers if any, for each activity or item for which subcontracting is permitted. Additionally, the Bidder shall include information in its Bid demonstrating compliance with the requirements specified by the Employer for these activities or items. Bidders may propose more than one subcontractor for each activity or item; however, the quoted rates and prices shall be deemed applicable to whichever subcontractor is ultimately engaged, and no adjustment to the rates or prices will be permitted on this basis.
	39.3 The Bidder shall be responsible for ensuring that any proposed Subcontractor complies with the requirements specified in ITB 4. Furthermore, any works to be executed by the Subcontractor must conform to the requirements outlined in ITB 5 and ITB 14.1.
	39.4 If the proposed Subcontractor fails to meet the qualification and experience criteria specified in Section III (Evaluation and Qualification Criteria), the proposed Subcontractor shall be rejected. In such a case, the Bidder shall remain solely responsible for the execution and completion of the relevant scope of work.
40. Employer's Right to Accept Any Bid, and to Reject Any or All	40.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to

Bids	the Bidders.
	40.2 The public entity shall give notice of the rejection of bids or the cancellation of the procurement proceedings pursuant to ITB 40.1, along with the reasons for such rejection or cancellation, to all bidders.
	40.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 40.2, the grounds for the rejection of all bids or the cancellation of the procurement proceedings, the public entity shall provide such information to that bidder.
F. Award of Contract	
41. Award Criteria	41.1 The Employer shall award the Contract to the Bidder whose Bid Price is selected as per ITB 36.10, ITB 38.1 or ITB 38.2 and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
42. Letter of Intent to Award the Contract / Notification of Award	42.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 41.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.
	42.2 After issuance of the notice under ITB 42.1 if the concerned bidder provides information pursuant to ITB 4.9 regarding saturation of maximum number of contracts, the employer shall disqualify the bidder and shall select the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 41.1 and notify accordingly as per ITB 42.1.
	42.3 If no bidder submits an application pursuant to ITB 45 within a period of seven days of the notice provided under ITB 42.1, the Employer shall, accept the bid selected in accordance with ITB 41.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.
	42.4 After communicating letter of acceptance under ITB 42.3, if the concerned bidder provides information pursuant to ITB 4.9 regarding saturation of maximum number of contracts, the employer shall reject the bid of that bidder and shall select the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 41.1 and shall issue the notice accordingly as per ITB 42.1. In such case bid security of the rejected bidder shall not be forfeited.
43. Performance Security	43.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 36.5, in an amount equal to 5 (five) percent of the Bid Price from a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per

	prevailing Law in Nepal using Sample Form for the Performance Security included in Section X (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. The Bid Price shall be without VAT but including Provisional Sum.
	43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 38.1 whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 42.
44 Signing of Contract	44.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 43.1.
	44.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the ***District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office.*** The Employer may make arrangements to post the notice into its website, if it has; if it does not have, into the website of the Public Procurement Monitoring Office and for electronic submitted bids, in e-GP system , identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract price
	44.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 42.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.
	44.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 43.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
45. Complaint and Review	45.1 Ifa Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 35.2 and ITB 42.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.
	45.2 Late application filed after the deadline pursuant to ITB 45.1 shall not be processed.
	45.3 The chief of Public Entity shall, within five (5) days after receiving the

	application, give its decision with reasons, in writing pursuant to ITB 45.1: (a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or (b) to reject the application. The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 45.4.
	45.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 45.3, or the decision is not given within five (5) days of receipt of application pursuant to ITB 45.1, it can, within seven (7) days of receipt of such decision, file an application to the Public Procurement Review Committee (PPRC)of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount ,equal or more than Rupees Twenty Million (NRs. 20,000,000). The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.
	45.5 Late application filed after the deadline pursuant to ITB 45.4 shall not be processed.
	45.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 45.4, the Public Procurement Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 45.3.
	45.7 Within three (3) days of receipt of the notification pursuant to ITB 45.6, the Public Entity shall furnish the copy of the related documents to the Public Procurement Review Committee.
	45.8 The Public Procurement Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within thirty (30) days of the receipt of the application filed by the Bidder, pursuant to ITB 45.4.
	45.9 The Bidder, filing application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal equivalent to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 35.2 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 42.1 with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 45.4.
	45.10 If the claim made by the Bidder pursuant to ITB 45.4 is justified, the Public Procurement Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 45.9, within seven (7) days of such decision made.
	45.11 If the application submitted by the Bidder pursuant to ITB 45.4 is dismissed by the Public Procurement Review Committee, the security deposit (Cash or Bank Guarantee) submitted by the Bidder pursuant to ITB 45.9 shall be forfeited.

	45.12 If the Employer does not implement the decision of the Public Procurement Review Committee, the bidder may file an application to the Public Procurement Review Committee.

Section II: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I. Instructions to Bidders.

A. General	
ITB 1.1	The number of the Invitation for Bids is: …**01-DKDRP/DB/083/84**
ITB 1.1	The Employer is***: Department of Road, Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project Site Office, Godawari, Kailali***
ITB 1.1	**Multiple Contract or lots (contracts) is *not applicable*** *The number and identification of lots (contracts) comprising this bidding process is:* ***DKDRP/DB/33701132/083/84-01***
ITB 2.1	The name of the Project is **Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. Hanigad Khola Bridge, and 5. Sailigad Khola Bridge Along Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Section, Doti** The DP is ***N/A*** The implementing agency is ***Department of Road, Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project Site Office, Godawari, Kailali*** GoN Funded or DP Funded: ***GoN Funded***
ITB 3.3 (e)	For DP Funded: Not Applicable ***[For GoN funded delete this row]***
ITB 4.1 (a)	For GoN Funded: Maximum number of partners in a joint venture shall be: **3 (three)**
ITB 4.4	https://blacklist.ppmo.gov.np/
ITB 4.8 & ITB 4.9	**For GoN Funded:** The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured **five (5)** number of construction contracts (in open competitive bidding) and has not yet completed the work as stipulated in the respective contracts. Following Procurement of Works contracts shall not be counted for this purpose: a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D). b) The works for which tender were invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR. c) The works for which tenders were invited or contracts accepted under all types of

	foreign assistance. **For DP Funded:** ***[select one options as per DPs Policy]*** There is no limit on number of running contracts that a Bidder, and all parties constituting the Bidder can have or Maximum number of running contracts that a Bidder, and all parties constituting the Bidder can have shall be: ***[insert number]***
B. Bidding Document	
ITB 7.1	Attention: ***Project Manager*** Address: ***Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project Site Office, Godawari, Kailali*** Telephone: 9858484026 Facsimile number: Electronic mail address: khutiyadipayal@gmail.com
ITB 7.4	A Pre-Bid meeting ***shall*** held. Pre-Bid Meeting will **Take place at the following date, time and place:** Date: 2083/06/23 (9th Oct 2026). Time: 13:00 hrs. Place: Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Project, Site Office, Godawari, Kailali A site visit ***shall not be*** organized by the Employer, but the bidders are adviced to visit the site before bidding.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than **10 days** prior to the deadline for submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the bid is: **English / Nepali**
ITB 11.2 (j)	The Bidder shall submit with its Technical Bid the following additional documents: **(a) Company/ Firm Registration Certificate** **(b) VAT registration** **(c) Tax clearances certificate or evidence of tax return submission up to 2082/83** **(d) Business Registration (License) Certificate** **(e) Bank Voucher or Receipt for cost of bid document** **(f) Qualification Information as stated in Section III**
ITB 11.3 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts: NA
ITB 11.3 (e)	The Bidder shall submit with its Price Bid the following additional documents: ***NA***

ITB 13.1	Alternative bids ***shall not be*** permitted.
ITB 13.2	Alternative times for completion ***shall not be*** permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: NA
ITB 15.1 (b)	The period after the taking-over of the Works by the Employer, for the Bidder to propose spare parts (i.e. Mandatory Spare Parts and Recommended Spare Parts, if required), special tools, etc.: ***[Depends upon the contract being procured, insert number of years as appropriate]***
ITB 17.8	The prices quoted by the Bidder ***shall be*** subject to adjustment during the performance of the Contract. *"Bidder shall submit the Table of Price Adjustment Data as a part of price bid."]*
ITB 19.1	The bid validity period shall be: ***One Hundred and Twenty days (120) days after the bid submission deadline date***
ITB 20.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal with a minimum of NRs 1,10,00,000/- which shall be valid for 30 days beyond the validity period of the bid.
ITB 20.2 (b)	Office Name: Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Project Bank Name: Rastriya Banijya Bank Bank Address: Doti Account Number: 4100100102030000 Office Code: 337017102
ITB 21.1	In addition to the original of the bid, the number of copy/ies is/are: ***Not Applicable***
ITB 21.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
D. Submission and Opening of Bids	
ITB 22.1	Bidders shall have the option of submitting their bids *by Hard Copy Only*
ITB 23.1	For bid submision purposes only, the Employer's address is: Attention: Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Project, Site Office, Address: Godawari, Kailali The deadline for bid submission is: Date: 2083/07/16 (2nd November 2026)

	Time: 12:00 hrs.
ITB 26.1	The Technical Bid opening shall take place at: *[provide the details]* Attention: Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Project, Site Office, Address: Godawari, Kailali The deadline for bid opening is: Date: 2083/07/16 (2nd November 2026)**.** Time: 13:00 hrs.
E. Evaluation and Comparison of Bids	
ITB 36.4	Bidders are ***not permitted*** to quote separate prices for lots (Contracts), and a single Bidder will be awarded multiple lots (Contracts) based on provision of ***Paragraph 1.2, Multiple Contracts Section III (Evaluation and Qualification Criteria):***
ITB 36.5	The amount of the performance security be increased by **Eight (8)** percent of the quoted bid price without VAT but including PS.
ITB 39.1	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: **25% of the total contract amount** without VAT but including PS**.**
ITB 44.4	For DP Funded: ***"Not Applicable***"

Section III: Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. No other methods, criteria and factors, except those specified in the Bidding Documents, shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Evaluation

Note:
Use the evaluation criteria listed below as appropriate and required for the project.

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer's Requirements).

Non-compliance with equipment and personnel requirements described in Section VI (Employer's Requirements) shall not be grounds for bid rejection and such non-compliance will be subject to clarification.

1.2 Multiple Contracts

Multiple Contracts, if permitted under ITB 36.4, will be evaluated as follows:

Award Criteria for Multiple Contracts [ITB 36.4]:

Bidders have the option to Bid for any one or more Contracts. Bids will be evaluated taking into account discounts offered, if any, for combined contracts. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined contracts of bids closest to the average bid price, subject to the selected Bidder(s) meeting the required qualification criteria for combination of multiple contracts as the case may be.

Qualification Criteria for Multiple Contracts:

The criteria for qualification shall be the sum of the minimum requirements for respective individual contracts as specified under items 2.3.2, 2.3.3, 2.3.4 and 2.4.2 b.

With respect to the **Contracts of Similar Size and Nature** under item 2.4.2(a) of Section III, the evaluation shall be done as below:

N is the minimum number of contracts required as per Specific Construction Experience (2.4.2(a)).

V is the minimum value of a single contract as per Note (2)**,or** (3) of 2.4.2 Specific Construction Experience.

i. Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1,N2,N3, etc. shall be different contracts:

Contract 1: N1 contracts, each of minimum value V1;

Contract 2: N2 contracts, each of minimum value V2;

Contract 3: N3 contracts, each of minimum value V3;

----etc.

Or

ii. Total number of contracts is equal or less than N1 + N2 + N3 +--but the total value of all such contracts is equal or more than N1 x V1 + N2 x V2 + N3 x V3 +---.

1.2 Quantifiable Nonconformities, Errors and Omissions

The evaluation shall be based on the evaluated cost of fulfilling all of the Contract obligations as laid down under this Bidding Document. Accordingly, the Employer shall proceed with a Bid price adjustment whenever there are quantifiable nonconformities, errors and Omissions item(s) or component(s) in a Bid, to correct the effect of those in order to be able to compare all Bids on an equal basis, i.e., on the basis of the same set of Contract obligations.

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Nationality					
Nationality in accordance with ITB sub-clause 4.2	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid, Forms ELI –1; ELI – 2 with attachments
2.1.2 Conflict of Interest					
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
2.1.3 Government/ DP Eligibility					
Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
2.1.4 Government-owned Entity					
Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid, Forms ELI - 1, ELI - 2, with attachments
2.1.5 UN Eligibility					
Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.7.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

2.1.6 Bidder's Running Contracts					
Bidders have not yet secured five (5) number of construction Contracts[2] (in open competitive bidding) as described in ITB Sub-Clause 4.8.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid, Form ELI-3
2.1.7 Other Eligibility					
Firm or Company Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration License	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate ***(only for domestic bidders)***	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate or Tax return submission evidence or evidence of time extension for the F/Y……. **2082/83*)***	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Additional requirements ***[Insert if any]***	…….	……	…… …	……	……

[2] Following Procurement of Works contracts shall not be counted for this purpose:

a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D)

b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR.

c) The works for which tenders were invited or contracts accepted under all types of foreign assistance.

2.2 Pending Litigation

Criteria	Compliance Requirements				Documents
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirements**
		All Partners Combined	**Each Partner**	**One Partner**	
2.2.1 Pending Litigation					
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **50%** percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

Note:

(1) The percentage should normally be within the range of 50% to 100% of the Bidder's net worth.

2.3 Financial Situation

2.3.1 Historical Financial Performance					
Submission of audited balance sheets and income statements, for the last **3(Three)** years to demonstrate the current soundness of the Bidder's financial position. As a minimum, a Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	not applicable	must meet requirement	not applicable	Form FIN – 1 with attachments

Note:

(2) The financial information provided by a Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Bidder should be given on this basis. Balance sheet of the past three to five year's period which shall be decided according to the nature of the work.

2.3.2 Average Annual Construction Turnover					
Minimum average annual construction turnover of **NRs *27,10,00,000/-*** calculated as total certified payments received for construction contracts in progress or completed, within best three years out of last ten fiscal years.	must meet requirement	must meet requirement	must meet **25%** of the requirement	must meet 40% of the requirement	Form FIN -2

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

Note:

(3) The amount stated should normally not be less than 1.5 x V/T, the estimated annual turnover in the subject contract based on a straight-line projection of the Engineer's estimated cost (V), over the contract duration (T) in year. The Engineer's estimated cost (V) is taken without VAT and contingencies but including provisional sum. Contract duration less than one year shall be considered one year. The multiplier of 1.5 may be reduced up to1 (one) in accordance with the size, nature and complexity of contracts.

(4) Usually not less than 25 %

(5) Usually not less than 40 %

2.3.3 Financial Resources					
Using Forms FIN - 3 and FIN - 4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets[3], unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of **NRs. *45 Million***	must meet requirement	must meet requirement	must meet **25%** of the requirement	must meet **40%** of the requirement	Form FIN - 3

Note:

(6) Construction cash flow requirement for a number of months (to the nearest half-month), determined as the

[3] Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

total time needed by the Employer to pay a contractor's invoice, allowing for (a) the actual time consumed for construction, from the beginning of the month invoiced, (b) the time needed by the Employer to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed three months for estimated cost (without VAT and contingencies but including PS) more than NRs. 250 million and for estimated cost (without VAT and contingencies but including PS) less than NRs. 250 million, the total period should not exceed 5 months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated contract cost.]

(7) Usually not less than 25 %

(8) Usually not less than 40 %

2.3.4 Required Bid Capacity					
The bidding capacity of the bidder should be equal to or more than the **NRs*: 365 Million***	must meet requirement	must meet requirement	must meet **25%** of the requirement	must meet **40%** of the requirement	Form FIN - 4 and Form FIN - 5

Note:

(9) The amount stated should be 80 % to 100 % of Engineer's Estimate (without VAT and Contingencies but including Provision Sum) in round figure

(10) Usually not less than 25 %

(11) Usually not less than 40 %

2.4 Experience

2.4.1 General Construction Experience					
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last **5(Five)** years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1

Note: *(12) Insert number of years in words and figures. The time period is normally 5 years, but may be reduced to not less than 3 years, according to the nature of works.*

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	One Partner	

2.4.2 Specific Construction Experience					
(a) Contracts of Similar Size and Nature					
(iv) For complex works with estimated value (without VAT and contingencies but including PS) above NRs. 100 million**					
Participation as Prime contractor, management contractor, or subcontractor, in at least One Motorable Bridge Works within the last **ten (10)**) years, with a value of at least ***NRs. 24,40,00.00 Thousands***, that have been successfully or are substantially* completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VI, Works Requirements.	must meet requirement, in at least One (1) Contract with a value of at least NRs ***24,40,00.00 Thousands***	Not applicable	must meet requirement in at least one Contract with a value of at least NRs ***4,07,00.00 Thousands***	must meet requirement, in at least One (1) Contract with a value of at least NRs ***24,40,00.00 Thousands***	Form EXP – 2(A)

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

***Complex works means those works involving complex technology such as tunnel roads, roads (asphalt concrete, Rigid pavement with high strength concrete etc.), major/special bridges (pre stress bridge, special type of bridges such arch bridge, cable stayed bridge, suspension bridge etc.), airport, large water supply and wastewater projects, large irrigation projects and their components like Headworks, weir, Barrage, Tunnel works, hydropower projects and similar works. However, in case of complex works like tunnel roads, airports, railway lines, hydropower projects, flyover, viaduct etc. for which experienced domestic bidders may not be available in market, in order to enhance capability of domestic bidders, the qualification criteria may be specified in a similar manner for non-complex works i.e. each partner's requirement may be specified as "not applicable".*

* **A contract for which a Taking-Over Certificate has been issued shall be considered as substantially completed.**

Note:

(13) Insert amount in Nepalese rupees, which is 40% (in above round figure in thousand) of the estimated value (without VAT and contingencies but including provisional sum) of the subject contract.
(14) Insert amount in Nepalese rupees, which is 60% (in above round figure in thousand) of the estimated value (without VAT and contingencies but including provisional sum) of the subject contract.
(15) Only in case of complex works, insert amount which is 10% (in above round figure in thousand) of the estimated value (without VAT and contingencies but including provisional sum) of the subject contract.

Criteria	**Compliance Requirements**				**Documents**
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirement**
		All Partners Combined	**Each Partner**	**One Partner**	
(b) Construction Experience in Key Activities*					
Participation as Prime contractor, management contractor, or subcontractor, within a last ten (10) years, For the above or other contracts stipulated in 2.4.2(a) above, a minimum annual production rate on construction experience in the following key activities that have been successfully or substantially[a] completed: ***1. Production rate of 62 meter motorable bridge per year in any one Fiscal Year within the last ten years.***	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(B)

∗ The key activities criterion should confirm the Bidder's experience in performing highly specialized works, such as the construction of major project components including headworks, canals, bridges, river training works, and similar structures. There shall be no inconsistency or repetition of requirements between Clauses 2.4.2 (a) and 2.4.2 (b).

(c) Similar Design Experience		
Criteria Requirement	**Compliance Requirement**	**Documents Submission Requirement**
Either; participation as a Prime Contractor, Management Contractor, or Subcontractor in EPC/Turnkey/DB contract or similar construction contract; **or;** participation of a consultant nominated by the bidder, in at least one (1) contract within the last ten (10) years, responsible for design similar in nature to the proposed design works. The similarity of design experience shall be based on the nature of services, physical size, complexity, methods, technology, or other relevant characteristics as described below: • **Nature of Services:** Detailed Engineering Design of Multi-span Motorable RCC / PSC / Steel Truss / other special Bridge structures. • **Physical Size:** At least one bridge project with a total bridge length of not less than 62 m. • **Complexity and method:** Design of bridge structures in accordance with the prevailing applicable standards, codes, and guidelines, incorporating all engineering analyses and design considerations, and preparation of complete design documentation for bridge constructions. (open / pile / well foundation) • **Technology:** Application of recognized bridge designs standards, engineering design methodologies, and analytical tools for structural, hydraulic and geotechnical design	**Either;** The Bidder (as a Single Entity or any one partner in case of a Joint Venture) shall meet all the specified requirements; **Or;** The proposed consultant nominated by the Bidder shall meet all the specified requirements.	Form EXP - 2(C)

1.5 Understanding of the project and proposed design

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	One Partner	
(a) Understanding of the Project					
Submission of concept paper highlighting detail about understanding of the project from planning to completion stage including surveying, geotechnical investigation, environmental and social safeguard study, designing and constructing.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 2(D)
(b) **Proposed Design**					
Submission of design methodology and concept design including design finalization procedure, assurance about design and relevant codes.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 2(E)

Note: The Employer shall evaluate Clauses 2.5(a) and 2.5(b) based on the submission of documents in the respective forms. Non-submission of either of these documents shall be grounds for bid rejection.

2.6 Subcontractors

The experience and financial capacity of the sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

2.6 (a) Nature of Works that can be sub contracted: ***Not Applicable***

Section IV: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

Letter of Technical Bid

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

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To: ***[Insert Complete name of Employer]*** ……....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8.

(b) We offer to execute in conformity with the Bidding Documents the following Works: ***[Insert Description of the works]***

(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ***[insert validity period as specified in ITB 19.1 of the BDS]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2 and meet the requirements of ITB 3.4, & ITB 3.5

(e) We are not participating, as a Bidder, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.

(f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(g) [We are not a government owned entity] / [We are a government owned entity but meet the requirements of ITB 4.5];[1]

(h) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.

(i) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the Employer.

(j) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by

the Employer.

(k) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section VI (Employer's Requirement) and our technical proposal, or as otherwise agreed with the Employer.

(l) We declare that we have not yet secured five (5)[4] number of construction contract (in open competitive bidding) as described in ITB Sub-Clause 4.8.

Name: ***[insert complete name of the person signing the Bid] .....***

In the capacity of ***[insert legal capacity of person signing the Bid] .....***

Signed ***[signature of the person whose name and capacity are shown above] ……...***

Duly authorized to sign the Bid for and on behalf of ***[insert complete name of the Bidder] ……***

Date ***[insert date of signing] ……....***

[1] Note: Use one of the two options as appropriate.

[4] Note: Following Procurement of Works contracts shall not be counted for this purpose:

a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D).

b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR.

c) The works for which tenders were invited or contracts accepted under all types of foreign assistance.

Letter of Price Bid

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

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To: *[insert complete name of the Employer]* ……....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;

(b) We offer to execute in conformity with the Bidding Documents the following Works: *[insert brief description of the Works]*

(c)The total price of our Bid, excluding any discounts offered in item (d) below is: [Insert one of the options below as appropriate] or when left blank is the Bid Price indicated in the Priced Activity Schedule

Option 1, in case of single contract: Total price is: [insert the total price of the Bid in words and figures];

Or

Option 2, in case of multiple lots (contracts): (i) Total price of each lot (contracts): [insert the total price of each lot in words and figures]; (ii) Total price of subject contract [say Lot1] and Lot2 [another contract] [insert the total price in words and figures]; (iii) Total price of subject contract [say Lot1]and Lot3 [another contract] [insert the total price in words and figures]; Total price of subject contract [say Lot1], Lot2 [another contract], Lot3 [another contract], ……..[insert the total price in words and figures];

(d) The discounts offered and the methodology for their application for subject contract [single contract] are:……. [For Bidding Documents not provisioning multiple contracts]

Add following if Bidding Document provisions applicability of multiple contracts:

The discounts offered and the methodology for their application for subject contract [say Lot1] and Lot2 [another contract] are:……..

The discounts offered and the methodology for their application for subject contract [say Lot1] and Lot3 [another contract] are:……..

The discounts offered and the methodology for their application for subject contract [say Lot1], Lot2 [another contract] and Lot3 [another contract],……, are:……..

[Note:
1. Formulate possible combinations depending upon the number of lots under Bidding Process and modify accordingly Paragraph (c) and (d)]

(e) Our bid shall be valid for a period of ***[insert validity period as specified in ITB 19.1]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:[5]

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(i) We understand that you are not bound to accept the bid closest to the average Bid Price or any other bid that you may receive; and

(j) We declare that we are solely responsible for the authenticity of the documents submitted by us.

(k) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name: ***[insert complete name of the person signing the Bid]*** **.....**

In the capacity of ***[insert legal capacity of person signing the Bid]*** **.....**

Signed ***[signature of the person whose name and capacity are shown above]*** **……..**

Duly authorized to sign the Bid for and on behalf of ***[insert complete name of the Bidder]*** **……**

Date ***[insert date of signing]*** **……....**

[5] If none has been paid or is to be paid, indicate "None".

Table of Price Adjustment Data[6]

[To be used if Price Adjustment is applicable as per GCC 59.1]

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - Adjustable (A)			0.15	0.15
	Labor (b)			0.15-0.25	
	Materials (c)***			0.30-0.40	
	Equipment usage (d)			0.20-0.30	
		Total			1.00

*Normally following source of index shall apply. Public Entity shall choose applicable Index for each item.

(a) Labor: "National Salary and Wage Rate Index"- "Construction Labor" of Nepal Rastra Bank or rate fixed by District Rate Fixation Committee

(b) Material: "National Wholesale Price Index" - Construction Materials" of Nepal Rastra Bank

(c) Equipment usage: "National Wholesale Price Index" - Machinery and Equipment" of Nepal Rastra Bank or "Fuel" Price fixed by Nepal Oil Corporation.

** Bidders proposed weightings should be within the range specified by the Employer in column - 5
***Note: The materials can be broken down into major construction materials if necessary. In this case the source of index shall be the specified by Employer, preferably as per the published ex-factory price or published price from the sole authorized seller.

[6] Non-compliance of the data (stipulated by the bidder in this table) with requirements described here shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.

Table of Price Adjustment Data[7]

[To be used if Price Adjustment is applicable as per GCC 59.6]

Code	Construction Material*	Unit	Base Price (NRs/Unit) (Ex-factory)	Source (Factory)**
1	2	3	4	5

* Major construction materials to be specified by Employer in column - 2.

** Base Price and source normally to be specified by Employer (or alternatively informed to be proposed by bidder) in column 4 and 5.

Note:
The base prices of the construction materials shall be taken as of 30 days before the deadline for submission of the Bid as quoted by the Bidder and verified by the Employer. For the purpose of calculation of price adjustment, the Ex-factory price of the same source shall be taken into consideration.

[7] Non-compliance of the data (stipulated by the bidder in this table) with requirements described here shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.

Bid Security

Bank Guarantee

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

(On Letter head of the Bank)

Beneficiary: ***.....[Insert name and address of Employer]*** ……

Date: ……Bid Security No.: .....

We have been informed that. ……. ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of ***……...[Insert name of Contract]*** …… under Invitation for Bids No. ……***[insert IFB 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……. .[***Insert name of Bank]*** ……..hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **Nepalese Rupees**. . ……...***[Insert amount in figures and amount in words} …….*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn or modifies its Bid:

i) during the period of bid validity specified by the Bidder on the Letter of Technical and Price Bid, in case of electronic submission

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB; or

(d) having been notified of the acceptance of its Bid by the Employer during the period of bid validity,
(i) fails or refuses to execute the Contract Agreement, or

(ii) fails or refuses to furnish the performance security, in accordance with the ITB; or

(e) is involved in fraud and corruption in accordance with the ITB; or

(f) if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.8.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

Note:

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

Technical Proposal Format

- Design Methodology
- Construction Management Strategy
- Method Statement for Key Construction Activities
- Work Program (mobilization Schedule/Construction Schedule)
- Contract Personnel Organization Chart
- Risk Assessment
- Contractor's Personnel
- Contractor's Equipment
- Subcontractors
- Others

Subcontractors

Proposed Subcontractors for Major Activities/Sub-Activities

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/subactivity indicated. Bidders are free to propose more than one Subcontractor for each activity/subactivity.

Activity / Sub-Activity	Proposed Subcontractors	Nationality

Personnel

Form PER - 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section VI (Employer's Requirements). The data on their experience should be supplied using the Form below for each candidate.

No.	Name	Position*	Academic Qualification	Total Work Experience [Years]	Experience in Similar Works [years]
1.					
2.					
3.					
4.					
5.					

* As listed in Section VI (Employer's Requirements).

Form PER - 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below.

Position*		
Personal Information	Name	Date of Birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last twenty years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	**To**	**Company, Project, Position and Relevant Technical and Management Experience**

Equipment

Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section VI (Employer's Requirements). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

(i) For the equipment under Bidder's ownership

No.	Equipment Type and Characteristics	Total Nos. of Equipment under Bidder's Ownership	No. of Equipment engaged/proposed for ongoing/committed contracts	Nos. of Equipment proposed for this contract
1.				
2.				
3.				
4.				
5.				

(ii) For the Equipment to be leased/hired

No.	Equipment Type and Characteristics	Total Nos. of Equipment under the ownership of lease/hire provider	No. of Equipment engaged/committed for other works	Nos. of Equipment proposed to be leased/hired for this contract
1.				
2.				
3.				
4.				
5.				

Type of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

The Bidder shall be solely responsible for the data provided. However, this shall not limit the right of Employer to verify the authenticity of submitted information.

Bidder's Information and Qualification Format

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm or JV named in above, in accordance with ITB 22.2. 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.	

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm named above, in accordance with ITB 22.2. 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	

Form ELI - 3: Bidder's Running Contracts[8]

Each member of a JV must fill in this form

	Bidder's Running Contracts				
Name of office	**Contract Identification no.**	**Source of Fund***	**Date of issuance of Letter of Acceptance**	**Status of contract****	**Date of Issuance of Taking Over Certificate*****

* Mention GON funded or DP funded or Other PE (Insert name) funded

** Mention "Yet to sign" if contract is not signed, "Running" if contract has been signed and contract is running and "Substantially completed" if taking over certificate has been issued.

** Insert date of issuance of taking over certificate if the awarded contract has been substantially completed and taking over certificate has been issued.

[8]:Note Following Procurement of Works contracts shall not be counted for this purpose

a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D).

b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR.

c) The works for which tenders were invited or contracts accepted under all types of foreign assistance

Form LIT - 1: Pending Litigation

Each member of a JV must fill in this form

Pending Litigation			
☐ No pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria) ☐ Pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)			
Year	**Matter in Dispute**	**Value of Pending Claim in NRS**	**Value of Pending Claim as a Percentage of Net Worth**

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [in NRS]		
Year 1 :	**Year 2 :**	**Year 3 :**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profit Before Tax			
Profit After Tax			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified auditor.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 10 Years (Construction only)	
Year	Amount Currency

Average Annual Construction Turnover (Best three years within the last 10 years)	

Form FIN - 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

Financial Resources		
No.	**Source of financing**	**Amount (in NRS)**
1		
2		
3		

Form FIN – 4: Bid Capacity

Each Bidder or member of a JV must fill in this form

Bid Capacity = [(5 x A) – B]

A = Average Annual Turnover of best three years out of last ten fiscal years.

B = Annual Value of the existing commitments and works (ongoing) to be completed, calculated from **FIN-5.**

SN	Name of Bidder	Pan No.	A, in Million	B, in Million	Bid Capacity, in Million
1					
2					
3					

Total Bid Capacity:

Signature of Bidder

Form FIN- 5: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments (For Calculation of B with reference of FIN-3)									
No.	**Name of Contract**	**Name of the Contractor/s**	**Employer's Contact Address, Tel, Fax**	**Contract Share in % (a)**	**Contract Amount in Millions (b)**	**Contract Date(yyyy-mm) (c)**	**Initial or Revised Contract Duration (months) (d)**	**Value of outstanding works [In Millions, NRs]# (e)**	**Estimated Time in Month to Complete the outstanding works (f) = (c) + (d) – Date of Invitation of Bid (f)**
1									
2									
3									
4									

Signature of Bidder

The Outstanding Works means Contract Price (excluding VAT) minus Work Evaluated by Employer till the reference date. Bidder shall have to submit the relevant documentary evidence to substantiate the facts/figures.

Note 1: "B" shall be calculated as: $B = \sum \left[\frac{(e) \times (a)}{(f)} \right] x12$, If (f) is less than 12, then value of (f) shall be taken as 12.

Note 2: If Initial or Revised Contract Date is run out with respect to Date of Invitation of Bid, the Estimated Time in Month to Complete the outstanding works shall be taken equal to 12 months.

Form EXP – 1: General Construction Experience

Each Bidder or member of a JV must fill in this form.

General Construction Experience				
Starting Month Year	**Ending Month Year**	**Year**	**Contract Identification and Name and Address of Employer Brief Description of the Works Executed by the Bidder**	**Role of Bidder**



Form EXP - 2(A): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No…… of ….	Contract Identification		
Total Contract Amount	🗀 NRS ……..	Status of the Contract:	🗀 Substantially Completed 🗀 Completed
Award Date	Completion/Substantially Completion Date		
Role in Contract	🗀 Contractor	🗀 Management Contractor	🗀 Subcontractor
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
Note: *The Employer should insert here similarity as described in EQC against which the bidder demonstrates similarity in the box on the right-hand-side.*			

Form EXP - 2(B): Specific Construction Experience in Key Activities

Fill up one (1) form per contract.

Construction Experience in Key Activities			
Contract No…… of……..	Contract Identification		
Total Contract Amount	🗀 NRS ……..	Status of the Contract:	🗀 Substantially Completed 🗀 Completed
Award Date	Completion/Substantially Completion Date		
Role in Contract	🗀 Contractor	🗀 Management Contractor	🗀 Subcontractor
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (b) of Section III			
Note: *The Employer should insert here production rate(s) for the key activity (activities) subject contract against which the bidder demonstrates in the box on the right-hand-side production rates achieved by him on previous contracts.*			

Form EXP - 2(C): Similar Design Experience

 # For Bidder (Single Entity or Any One Partner in case of JV)

Fill up one (1) form per contract.

Similar Design Experience			
Contract No…… of…….	Contract Identification		
Name of Contractor			
Award Date			
Type of Contract	🗀 EPC	🗀 DB	🗀 If Others, Specify
Role in Contract	🗀 Contractor	🗀 Management Contractor	🗀 Subcontractor
Total Contract Amount	🗀 NRS …….		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total Amount:		
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (c) of Section III			
Note: *The Employer should insert here design experience similar to the design experiences in the proposed work against which the bidder demonstrates the similar design experience in the box on the right-hand-side.*	**Design Description:**		



Form EXP - 2(C): Similar Design Experience

 # For Proposed Consultant Nominated by the Bidder

Fill up one (1) form per contract.

Similar Design Experience		
Project Name: Contract Identification No.:		Country and Location:
Name of Consultant nominated by bidder:		Professional Staff Involved:
Role of Consultant in the Project:		
Employer's Name Address Telephone/Fax Number E-mail		
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services
Description of the similarity in accordance with Criteria 2.4.2 (c) of Section III		
Note: *The Employer should insert here design experience similar to the design experiences in the proposed work against which the bidder demonstrates the similar design experience in the box on the right-hand-side.*		**Design Description:**

Form EXP-2(D): Understanding of the project

- Knowledge about project area
- Knowledge about planning stage
- Approach towards surveying and types of surveys to be done,
- Approach for geotechnical investigation and reporting details
- Types of environmental and social safeguard study to be done including the way such studies shall be conducted, Environmental Protection Plan
- Approach for designing
- Construction stage detailing (approach, quality assurance and control mechanism)
- Health Safety Plan
- Finalization of construction & modality of handover
- Mechanism for operation and maintenance (if mentioned in the bidding document)



Form EXP-2(E): Proposed Design format

- Design methodology
- Concept design
- Design finalization procedure
- Assurance about design
- Relevant codes for design

Section V - Eligible Countries

[This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]

For GoN funded*: [with estimate up to NRs. 5 billion]*

For the purpose of ITB 4.2: "**Nepal"**; and

For the purpose of Country-of-Origin ITB 5.1 and GCC 79.2: **"all Countries"**

For DP funded: ***[attach list as per their list of eligible countries]***

Part II: REQUIREMENTS

Section VI Employer's Requirements (ERQ)

Section VII Activity and Price Schedule (APS)



Section VI - Employer's Requirements (ERQ)

This Section VI, Employer's Requirements contains the scope of Works, the Employer's Requirements and Supplementary Information that describe the Works, the Site Data, Personnel Requirements and Equipment Requirements to be used during the implementation of the Contract.

Notes for the Employer

This bidding process results in a design-build contract where the Contractor is responsible for both design and construction. Therefore, the Employer is not required to provide conventional technical specifications with detailed drawings. It is, nevertheless, in this Section, that the Employer precisely specifies the performance to be achieved or output specification for the completed Works, design criteria, and any other technical requirements the Employer wishes to impose (e.g. quality of materials and workmanship, protection of the environment, occupational safety and health, etc.).

On the other hand, it is advisable to avoid over-specifying details to the extent that the flexibility and potential benefits associated with a design build concept are eroded or compromised. The Employer's Requirements should, therefore, be carefully prepared by suitably qualified engineers who are familiar with the requirements and with the technical aspect of the Works. The Employer's Requirements should also define the procedures and requirements with respect to:

(a) review and/or approval of the Contractor's Documents (Clause 27 of the Conditions of Contract), including designs; and

(b) tests, including the Test on Completion (and, if applicable, Test after Completion).

In particular, the extent of the contractor's design obligation must be defined without any room for uncertainty. If the Employer is responsible for the detailed design of any part of the Permanent Works, the extent of the scope and the extent of his obligations must be stated in the Employer's Requirements.

Under a design build contract, no detailed drawings are generally available at the bidding stage. It would rather be useful to include outline and/or conceptual drawings as are appropriate to supplement or help illustrate the general concept of the Employer's needs. The Bidder should be well advised to the extent to which the Employer's outline design is a suggestion or a requirement.

Care must be taken when drafting the Employer's Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible in the descriptions of design, goods, materials and workmanship. Where any particular standards are specified, whether national standards or other standards, it should be stated that goods, materials and workmanship that meet other authoritative standards are acceptable if they guarantee equal or higher quality than the standards specified. Where a brand name of a product is specified, it should always be qualified with the terms "or equivalent".

The Employer's Requirements must be drawn up to permit the widest, possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials performance and/or functions of the Works.

The Employer's Requirements should stipulate that all of the goods and materials to be incorporated in the works are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.

The Employer shall perform appropriate front-end tasks (such as geotechnical/environmental investigations and permit acquisitions). In this regard, pursuant to Clause 24 of the Conditions of Contract, the Employer shall make available to the Bidder all relevant data in the Employer's possession pertaining to the Site and the proposed works.

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1. Introduction and Background

1.Jarimghat Khola Bridge, Along Dhangadhi-Khutiya-Dipayal Road Section, Doti (29° 01'33.40"N, 80°44'20.95"E)

2. Gunadi Khola Bridge, Along Dhangadhi-Khutiya-Dipayal Road Section, Doti (29° 04'16.54"N, 80°45'09.85"E)

3. Sanigad Khola Bridge,, Along Dhangadhi-Khutiya-Dipayal Road Section, Doti (29° 02'19.65"N, 80°44'06.60"E)

4. Hanigad Khola Bridge,, Along Dhangadhi-Khutiya-Dipayal Road Section, Doti (29° 07'43.50"N, 80°48'40.06"E)

5. Sailigad Khola Bridge, Along Dhangadhi-Khutiya-Dipayal Road Section, Doti (29° 22'26.00"N, 80°59'42.00"E)

The proposed 5 Bridges are new design and construction bridge. Because these crossing are located along the Dhangadhi – Khutiya – Dipayal Road (National Highway), any closure completely cuts off the only motorable road linking Hilly Districts Doti and Dadheldhura from southern Dhangadhi. This National Highway is the economic and access Lifeline of Far West Hilly area, connecting the trade hub, Dhangadhi, Mahendranagar.

In order to restore connectivity and improve socio-economic conditions in the affected areas and withstand severe climate-induced disasters, the government of Nepal intends to construct new bridges along Dhangadhi – Khutiya – Dipayal Road. This bridge ensures uninterrupted national transit along with vehicular movement for local commuters, cargo vehicles, and tourists visiting holy sites in Far West Areas of Nepal.

The project shall be implemented under a Design and Build (D&B) contract type, whereby the Contractor will be responsible for the design, construction, and completion of the bridge in accordance with the employer's requirements.

The financing for the Contract shall be arranged by the Employer through approved government funding mechanisms, ensuring the availability of resources for the successful execution of the Works.

2. Purpose of the Works

The primary purpose of this contract is the comprehensive design and construction (Design and Build) of the stated Bridge and its associated approach roads, river training works, and road safety works etc. The project aims to construct permanent, robust, climate-resilient, all-weather motorable bridge structure across the Specified River crossing along the Seti Highway, thereby restoring and maintaining uninterrupted connectivity.

The Contractor shall design, build and deliver a facility that should fit for the purpose to ensure:

- Uninterrupted Connectivity: Provide an all-weather, year-round, safe transit link capable of carrying designed traffic loads without seasonal interruptions.
- Climate Resilience: Withstand severe, site-specific geotechnical, hydrological, hydraulic and

seismic hazards, including climatic conditions such as sudden flash floods, massive sediment / debris / avalanche loads, and river blockages caused by upstream avalanches or glacial activities.

- Asset Lifecycle Performance: assure functioning, durability and serviceability of the Permanent Works for at least 100 years.

The completed Works shall perform in a manner that enhances national transit, regional mobility, supports socio-economic activities in the Doti district, and provides a durable, safe, and maintainable infrastructure asset over its intended design life, in accordance with the Employer's Requirements and applicable standards..

3. Scope of the Design and Build Contract

Preferred type of Bridge for Jarimghat Khola Bridge:
Permanent Bridge of following types: Steel / Suspension / Cable Stayed / Arch / Network Arch / Balanced Cantilever / Integral or any other innovative design acceptable to the employer.

Preferred type of Bridge for Gunadi Khola Bridge:
Permanent Bridge of following types: Precast / PSC/ Steel / Suspension / Cable Stayed / Arch / Network Arch / Balanced Cantilever / Integral or any other innovative design acceptable to the employer.

Preferred type of Bridge for Sanigad Khola Bridge:
Permanent Bridge of following types: RCC/ Precast / PSC / Steel / Suspension / Cable Stayed / Arch / Network Arch / Balanced Cantilever / Integral or any other innovative design acceptable to the employer.

Preferred type of Bridge for Hanigad Khola Bridge:
Permanent Bridge of following types: RCC/ Precast / PSC /Steel / Suspension / Cable Stayed / Arch / Network Arch / Balanced Cantilever / Integral or any other innovative design acceptable to the employer.

Preferred type of Bridge for Sailigad Khola Bridge:
Permanent Bridge of following types: Precast / PSC / Steel / Suspension / Cable Stayed / Arch / Network Arch / Balanced Cantilever / Integral or any other innovative design acceptable to the employer.

Restriction on type of bridges:
Wooden Bridges / Temporary bridges are not allowed.

Bridge Name	Road	Approx. Coordinates	Bridge Length, m	Min. Length of River Training, m	Min. Length of Approach, m
1. Jarimghat Khola Bridge,	Along Dhangadhi-Khutiya-Dipayal Road Section	**29°01'33.40"N, 80°44'20.95"E**	60	**250.00**	**150.00**
2. Gunadi Khola Bridge,	Along Dhangadhi-Khutiya-Dipayal Road Section	**29°04'16.54"N, 80°45'09.85"E**	35	**150.00**	**140.00**

3. Sanigad Khola Bridge,	Along Dhangadhi-Khutiya-Dipayal Road Section	**29°02'19.65"N, 80°44'06.60"E**	25	**120.00**	**200.00**
4. Hanigad Khola Bridge,	Along Dhangadhi-Khutiya-Dipayal Road Section	**29°07'43.50"N, 80°48'40.06"E**	20	90.00	**220.00**
5. Sailigad Khola Bridge	Along Dhangadhi-Khutiya-Dipayal Road Section	**29°22'26.00"N, 80°59'42.00"E**	35	61.00	**210.00**

i. **Width of carriage way of bridge:** not less than 7.5 meters.

ii. **Total width of bridge:** not less than 11.0 meters.

iii. **Wearing coat over Bridge deck:** A minimum of 6 cm thick asphalt concrete.

iv. **Footpath / Kerbs / Railings:** 1.75 m wide foot path with kerb including railing on either side. Height of kerb 0.3 m from the carriageway surface.

v. **Minimum length of approach roads:** As per Activity and Priced Schedule of works with all necessary drainage structures. The formation width of the approach road as instructed by Engineer. The pavement structure layers of the approach road shall be minimum of: **50 mm Asphalt Concrete, 300 mm base, 300 mm Subbase layer** as mentioned in Activity and Priced Schedule of works.

vi. **Minimum length of River Training Works:** The river training and bridge protection works upstream and downstream of the bridge: As per Activity and Priced Schedule of works.

Type of work: Appropriately chosen plum concrete, Stone Masonry, gabion structure, or a combination of both structures with slope pitching and launching aprons or bank protection with gabion / stone masonry / concrete / armored rocks as appropriate. The lengths of the river training works may be adjusted suitably within the specified zone, not decreasing the total length. River-training works to be suitably designed as per suitable design codes, acceptable to the employer, and to suit the site condition.

vii. Other restrictions:

Height of the bridge to be determined on the basis of detailed hydrological analysis as recommended by the IRC Code of practice and Hydrology Guidelines Published by Department of Roads.

The Contractor shall assess the potential influence of debris flow, sediment transport, and foreseeable landslide events within the river catchment, together with the effects of existing hydropower projects and any proposed projects / under construction projects for which reliable information is available at the time of design. The assessment shall be used to establish the Design High Flood Level (HFL) and bridge deck level, supported by hydraulic and geomorphological analyses. The Contractor shall submit the basis of design, assumptions, and supporting calculations for the Engineer's review.

a) The design life of the bridge and its parts (foundation, substructure and superstructure) shall be 100 years.

iii.Changes in length of the bridge:

During the detailed design of bridge, if the required length of the bridge or the clear waterway is found to be unnecessarily larger /or less than specified in chapter 3 of employer's requirements, then the Contractor may propose a suitable length with proper justifications. However, such modification of the bridge length provided in the contract data shall be approved by the employer.

If the total length of the bridge is decreased from the length specified in chapter 3 of employer's requirements, then the Contract Price for the bridge shall be decreased proportionately to the length. But if the length is increased than specified in chapter 3 of employer's requirements, then the Contract Price remains unchanged. Change in the length of the bridge shall not affect the Contract Price of other items.

4. Performance Requirement

The Works shall deliver a permanent motorable bridge across the specified location as mentioned in introduction and background, that ensures safe, reliable, and all-weather connectivity for the design life specified in the Contract. The bridge shall be designed, constructed, and commissioned to carry the specified traffic loading (including emergency and overloaded vehicles as defined), with adequate carriageway width, riding quality, and safety features (barriers, signage, drainage, and lighting where required). The structure shall meet the required standards for structural strength, stability, serviceability, durability, climate resilience and seismic performance in accordance with applicable codes and approved design criteria.

The completed facility shall perform satisfactorily under hydraulic and environmental conditions of bridige location specified above, including design flood, debris flow, and scour. The bridge, foundations, and river training/protection work shall ensure hydraulic adequacy, minimal afflux, and resilience against erosion and extreme events. Materials and construction quality shall ensure durability against corrosion, weathering, and abrasion, with provisions for effective drainage and protection works to maintain long-term serviceability.

The Contractor shall ensure that the bridge meets the Compliance indicators at completion and during the Defects Notification Period, including load-carrying capacity, deflection limits, vibration comfort, surface evenness, and functionality of all components. The Works shall be designed for ease of inspection and maintenance, with access provisions and documented maintenance requirements. Compliance with environmental, social, health, and safety obligations shall be ensured throughout, and the completed facility shall achieve the intended level of service with minimal maintenance interventions.

The design life of Permanent Works (Bridge) shall be 100 years. However, the design life of flexible pavement may be limited to 20 years

5. Design–Build Period

5.1 Site Delineation, Use, Access, and Possession Details

The Site shall comprise the location of the proposed permanent motorable bridge along Dhangadhi – Khutiya – Dipayal Road including approach roads, river training and protection works, and all ancillary areas required for the design and execution of the Works. The general project location and indicative

boundaries are defined in the Employer's Requirements; however, the detailed layout, exact limits of the Site, and arrangement of all permanent and temporary works shall be determined and developed by the Contractor as part of the design. The Contractor shall prepare and submit Site Layout Plans, clearly identifying the areas required for construction, temporary works, and facilities, for approval by the Engineer. Possession of the Site shall be as mentioned above, either in full or in phases as specified, and the Contractor shall plan and execute the Works accordingly.

Access to the Site shall generally be through the existing road network connected to Dhangadhi – Khutiya – Dipayal Road; however, the Contractor shall be fully responsible for assessing, selecting, and maintaining suitable access routes required for execution of the Works. Any constraints such as restricted working areas, seasonal limitations (including monsoon conditions), proximity to existing infrastructure, and requirements for maintaining public traffic shall be duly considered in the Contractor's design and method statements. Where access routes are shared with the public, the Contractor shall ensure proper traffic management, safety measures, and minimal disruption. All temporary access arrangements, diversions, and crossings shall be designed, constructed, and maintained by the Contractor, subject to approval by the Engineer.

- The Contractor shall determine and establish locations for all Site facilities, including offices, camps, material storage areas, and plants, within or outside the Site as necessary, subject to approval and compliance with applicable regulations. The Contractor shall provide necessary facilities for the Engineer and Employer's personnel as specified in the Contract. All Site operations shall comply with applicable environmental, social, health, and safety requirements, including waste management, controlled handling and transportation of materials, and protection of the river environment. Any extraction of natural materials, if permitted, shall be from approved sources and in accordance with prevailing laws, with all royalties and fees borne by the Contractor. Upon completion, the Contractor shall remove all temporary works and reinstate the Site and affected areas to the satisfaction of the Engineer

5.2 Site Data

Location of Bridge Site: **As Sted in Chapter 3: Scope of the Design and Build Contract**.

The information and details contained therein are intended solely as the minimum preliminary baseline for the Project.

Notwithstanding the provision of such information, the Employer does not warrant or guarantee the accuracy, completeness, or suitability of the data provided. The Contractor shall independently verify and validate all site data, investigations, drawings, and other information prior to relying upon them for the design, procurement, construction, or execution of the Works. The Contractor shall be solely responsible for the interpretation, verification, and use of such data, and no claim for additional cost, time, or compensation arising from any inaccuracy, omission, or inadequacy in the information provided by the Employer shall be entertained.

5.3 Sections and Phasing Requirements

The intended completion date for the whole of the works shall be 36 months after the date of Contract Agreement.

Following Milestones shall be applicable:

Milestone I: Submission of **Detailed Design** and **Environmental Study** (BES or IEE or EIA as appropriate) of bridge no later than **Six (6) months** from date of signing of Contract Agreement.

Milestone II: Completion of construction of bridge not later than **36 months** after the date of agreement.

The following methodology will be adopted for calculating physical work progress:
Example:
A Pre-Cast bridge with total 5 numbers of foundation, total 5 numbers of substructure and total length 160 m meters length of superstructure.
If progress made is 2 numbers of foundation, 2 numbers of substructure and 40 meters of superstructure, the overall physical work achieved will be as follows:

Foundation:	2/5 * 100 * 0.35 = 14.00 %
Substructure:	2/5 * 100 * 0.15 = 6.00 %
Superstructure	40/160 * 100 * 0.50 = 12.50 %

	Total = 32.5 %

The coefficient 0.35, 0.15 and 0.50 are taken for RCC bridge from the table of GCC 55.3
Note: The weightage of each bridge is calculated based on the ratio of length of each bridge with total Length of Bridge mentioned in Chapter 3 of Employer's requirements.
And during final bill it shall be adjusted as per Schedule of Requirements and approved Design/ Drawing.

5.4 Law, Regulations, Codes, and Standards

The Contractor shall design and construct the Bridge in compliance with all applicable national laws, environmental regulations, safety policy and guidelines and local statutory requirements. All design engineering and construction works shall conform to the latest editions of the technical codes and standards specified in the Employer's Requirements. In the event of conflicting standards, the most stringent criteria dictating structural safety, durability, and seismic resistance shall apply, subject to the Employer's final approval.

1. Specifications for Design, Material, Workmanship and Procedure

1. Specifications for Design

The Contractor shall adhere to latest revisions of the following Documents in hierarchical order during Detailed Survey and Design of the proposed bridge with river Training Works.

i) Nepal Bridge Standards-2067, published by Department of Roads.

ii) Nepal Road Standards- 2070, Published by Department of Roads

iii) Guidelines on Hydrology and Hydraulic, Analysis and River Training Works for Bridge Design (Revised edition) Published by Department of Roads

iv) Flood Control and Management Manual, WECS (2019), Singha durbar, Kathmandu.

v) Standard Specifications for Road and Bridge Works, 2073 (with Latest Amendment), published by Department of Roads

vi) The Publications by Indian Road Congress (IRC) with latest revisions as referenced follow:

Table: IS and IRC Codes of Practice

IRC:5-2015	General Features of Design (Seventh revision)
IRC:6-2017	Loads and Stresses (Seventh Edition)
IRC:18-2000	Design Criteria for Prestressed Concrete Road Bridges (Post Tensioned Concrete) Third revision
IRC:21-2000	Cement Concrete (Plain and Reinforced) Third revision
IRC:22-2015	Composite Construction (First revision)
IRC:24-2010	Steel Road Bridges (Third revision)
IRC:38-1988	Guidelines for Design of Horizontal Curves for Highways and Design Tables (First revision)
IRC:40-2002	Brick, stone and cement concrete block masonry (Second revision)
IRC:45-1972	Recommendation for estimating the resistance of soil below the maximum scour level in the design of well foundation of bridges
IRC:78-2014	Foundation and Substructures (Revised Edition)
IRC:83-2015	Metallic Bearings (Part-I) (First revision)
IRC:83-2018	Elastomeric Bearings (Part-II)
IRC:83-2018	POT, POT-cum-PTFE, Pin and metallic guide bearings (Part-III)
IRC:87-2018	Guidelines for Formwork, Falsework and Temporary Structures for Road Bridges (Second Revision)
IRC:89-2019	Guidelines for Design and Construction of River Training and Control Works for Road Bridges (Second Revision)
IRC:112-2020	Code of Practice for Concrete Road Bridge
IRC: SP 33-1989	Guidelines on supplemental measures for design, detailing and durability of important bridge structures
IRC: SP 23-1983	Vertical Curves for Highways
IRC: SP 64-2016	Guidelines for the Analysis and Design of Cast-in-Place Voided Slab Superstructure (First Revision)
IRC: SP 65-2018	Guidelines for Design and Construction of Segmental Bridges (First Revision)
IRC: SP 66-2016	Guidelines for Design of Continuous Bridges (First Revision)
IRC: SP 67-2005	Guidelines for use of external and unbounded prestressing tendons in bridge structures
IRC: SP 70-2005	Guidelines for the Use of High-Performance Concrete (Including Self Compacting Concrete in Bridges) (First Revision)
IRC: SP 71-2018	Guidelines for Design and Construction of Precast Pre-tensioned Girders for Bridges (First Revision)
IRC: SP 105-2015	Explanatory Handbook to IRC:112-2011 code of practice for concrete road bridges
IRC: SP 114-2018	Guidelines for Seismic Design of Road Bridge
IS:1893 (Part-I) 2002	Criteria for Earthquake Resistant Design of Structures Fifth revision
IS:2911-1979 Reaffirmed Feb 2002	Code of Practice for Design and Construction of Pile Foundations First revision

IS:13290-1993 (Reaffirmed July 2003)	Ductile detailing of Reinforced Concrete Structures subjected to Edition 1.2 (2002-03) Seismic Forces – Code of Practice
	Handbook for Flood Protection, anti-erosion and river training works, CWC (2012) New Delhi

Note:

The latest revision of the codes and standards shall be adopted for the design. Where design standards are not specifically mentioned, the priority order of Design Standards and Codes for Pre-stressed Concrete Bridge is,

1) Nepal Bridge Standards,

2) Indian Road Congress (IRC), IS Codes

3) British Standards (BS) or AASHTO LRFD

4) Internationally recognized standards
If there are no standards for specific design items for the Project in the codes listed above, equivalent international standards shall be applied after obtaining Notice to Proceed from the Engineer.

5.5 Environmental, Health and Safety (EHS) Requirements

Minimum Requirements for the Bidder's Code of Conduct

1. **The Contractor shall comply with:**

   a) Environmental Protection Act & Regulations of Government of Nepal
   b) The Labour Act & Rule of Government of Nepal
   c) Environmental and Social Management Framework (ESMF), 2023 published by DoR
   d) Occupational Health & Safety (OHS) policy for road infrastructure Development and Management 2080, Guidelines 2080, Operating Manual 2080 of DoR
   e) E&S monitoring as per Environmental Management Plan (EMP), ESMF, and related of E&S documents of DoR,
   f) OHS monitoring in accordance with Occupational Health & Safety checklist of OHS Operating Manual and consultation with the Employer etc.
   g) Redressal of grievances from the stakeholders, community and workers with the establishment of Grievance Redress Mechanism (GRM) and other relevant sections of Bidding Document.

2. **The Code of Conduct (OHS, GBV/SEA/SH etc.) should be written in plain language comprehensible to the workers and signed by each worker to indicate that they have:**

   a) received a copy of the code;
   b) had the code explained to them;
   c) acknowledged that adherence to this Code of Conduct is a condition of employment; and
   d) understood that violations of the Code can result in serious consequences,
   e) up to and including dismissal, or referral to legal authorities.

A copy of the code of conduct shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's Personnel, Employer's Personnel and affected persons.

The Contractor shall be fully responsible for the implementation, management, monitoring and continual improvement of Occupational Health and Safety (OHS). The contractor shall prepare and submit a site-specific occupational Health and safety plan prior to commencement of work. The Contractor shall designate dedicated OHS personnel for effective management of OHS risks and compliance with OHS provisions.

5.6 Base Design Solution and Drawings

Notes for the Employer

The Contractor shall be fully responsible for the development of the complete design of the permanent motorable bridge across the specified location including all structural, hydraulic, geotechnical, and associated works, in accordance with the Employer's Requirements.

The Contractor shall carry out all necessary investigations, surveys, and studies required for design and shall develop optimal design solutions that meet the specified performance requirements, applicable codes and standards, and site conditions. The design shall ensure safety, durability, constructability, and cost effectiveness, while considering hydraulic behavior of the river, flood levels, scour, and seismic requirements. Bidders are encouraged to propose innovative and value-engineered solutions that enhance the overall performance, resilience, and lifecycle cost of the structure. All proposed designs shall be supported by detailed calculations, drawings, and technical justifications for review and/or approval by the Engineer.

5.7 Contractor's Documents and Samples Submissions

The Contractor shall prepare and submit all Contractor's Documents in accordance with Clause 27 of the Conditions of Contract for the Employer's review and/or approval, as specified herein. The submissions shall be made in a timely and sequenced manner to ensure that the design and construction progress is not delayed.

Description		**For Review**	**For Review and approval**
Design Stage			
1	Design Schedule		
2	Preliminary Design and Drawing Report including topo survey etc.		
3	Detailed Design Report including Geotechnical Investigation, Horology, Hydraulic Reports, Design Calculations, drawings, specifications, method statement s etc.		
4	Environmental Studies (BES / IEE / EIA) as stipulated by relevant acts and regulations of Government of Nepal.		

5	Construction Drawings / Working Drawings with Construction methodology		
6	Any Others stated in Condition of Contracts		
Pre-Construction Stage and during Construction			
1	Construction Activity schedule		
2	Quality Assurance Plan (QAP), Quality Inspection and Test Plan,		
3	Traffic Management Plan		
4	Environment & Social management Plan, Occupational Community Health and Safety Plan,		
5	Progress Reports / Program update Reports		
6	Operating and Maintenance Manuals (As-Built Records / Drawings)		
After Construction			
1	Monthly Reporting during Defect Liability Period		

The Contractor shall also submit samples of materials, manufacturer's specifications, and test reports as required to demonstrate compliance with the specified standards and quality requirements prior to their incorporation into the Works. All submissions shall conform to the formats, timelines, and procedures specified in the Contract.

- .The documents to be submitted shall be categorized as "**For Review**" or "**For Review and Approval**" as defined in the Contract, and the Contractor shall not proceed with construction activities related to any part of the Works requiring approval until such approval has been obtained from the Employer. The Contractor shall be solely responsible for the adequacy, accuracy, and completeness of all designs and documents, and any review or approval by the Employer shall not relieve the Contractor of these responsibilities.

5.8 Inspection and Testing Requirements

1. Tests on foundation

a) Open Foundation – The Employer may ask to carry out additional soil test after completion of excavation for the foundation, if the soil type is found to be different than shown in the approved design. The additional tests may include the following tests:

i. SPT or DCPT

ii. Soil Sampling (Undisturbed sampling)

iii. Index Tests: Liquid Limit, Plastic Limit

iv. Moisture Content

v. Bulk and Dry Density

vi. Unconfined Compression Test

vii. Direct Shear Test

viii. Any other test required depending upon the type of the soil

The Bearing Capacity of the bed soil shall be re-evaluated based on the test results and the type, depth and/or dimension of the foundation shall be revised if found necessary.

b) Well Foundation – The Employer may ask for additional tests on the soil of founding bed after sinking of the well is completed, if the soil type is found to be different than shown in the approved design. The additional tests may include the following tests:

i. SPT or DCPT

ii. Soil Sampling

iii. Index Tests: Liquid Limit, Plastic Limit

iv. Moisture Content

v. Bulk and Dry Density

vi. Unconfined Compression Test

vii. Direct Shear Test (if undisturbed soil sampling is possible)

viii. Any other test required depending upon the type of the soil

The depth of the well foundation may be increased or the founding soil modified suitably if the test results show unfavorable condition for foundation.

In case of RCC or PCC well foundation the Employer may ask to carry out concrete core sampling of the well staining before sinking. The core sample shall be subjected to compressive strength test.

a) **Pile foundation** – The following tests shall be carried out on piles:

i. Pile Integrity Test (Cross hole Sonic logging and Impulse Testing) and Standard Load Test as specified shall be carried out on Pilot Pile for each foundation before casting/driving of working piles. The design of pile foundation may be revised if the test shows unfavorable conditions.

ii. Pile Integrity Test (Cross hole Sonic logging and Impulse Testing) on each working pile in each foundation

iii. Standard Load Test as specified on any one randomly selected working pile of each foundation. The Employer shall select the pile for testing.

iv. In case of RCC piles the Employer may ask to carry out core sampling and testing of the working piles.

Static Load Test on Piles:

(1) Testing shall be performed according to IS 2911 Part 4.

(2) Test Results: The Contractors shall submit within 48 hours of the completion of the pile test to the Client for each pile tested a detailed record of testing and, in addition, graphs showing:

- ✓ Load and pile top displacement plotted above and below a common base line of time for static load tests.
- ✓ Pile top displacement plotted vertically against a base line of load for static load tests.
- ✓ Top pile displacement Vs mobilized static resistance plot as assessed from dynamic load test.

3) A full comprehensive written report shall be submitted to the Client (Geologist / Geo Technical Engineer) within 10 working days for approval.

(4) After the completion of loading tests, all equipment and load used shall be removed from the site.

(5) If the results of the load tests on piles shall be considered as not having complied with the criteria specified or required a further pile shall be tested. If this second pile test also does not comply with specifications or requirements, the Client shall order changes to the pile group as he considers necessary. New pile or piles shall be installed to replace the defective pile in a position or positions as instructed by the Client.

Integrity Testing of Piles:

All piles shall be tested to determine their integrity. Testing shall be done by Core Testing, Sonic Coring and Impulse. Testing follows IS 14893 or as required by the Client. The Core sonic test to check the pile homogeneity must be performed for 100% length of the pile.

(1) Tubing for Sonic Coring For the purpose of testing pile integrity by Sonic Coring, all Cast-in-Place Concrete piles, shall be placed with steel pipes with inside diameters of 104.5 mm and 53.9 mm, the pipes shall meet the following requirements:

(a) The length of the 104.5 mm tube shall extend from 500 mm above the bottom of the pile to at least 30 mm above the top of the pile temporary casing.

(b) The length of the 53.9 mm tube shall extend from the bottom of the reinforcement pile to at least 30 mm above the top of the temporary casing pile.

(c) The bottom of the tubing shall be permanently sealed.

(d) The top of the tubing shall be provided with a screw type plug, to prevent the intrusion of foreign materials into the tubing.

(e) Tubing shall be placed continuously straight from the bottom to the top so as to allow later introduction of Sonic Coring and core drilling apparatus.

(f) During placement the tubing shall be kept free of all foreign materials.

(g) Sonic coring shall be tested by minimum 03 sections per each pile.

(h) The Contractor shall be responsible for any corrective work necessary if testing and/or coring cannot be accomplished because of improper placement and/or the presence of obstructions in the tubing.

(i) When required by the Client, the Contractor shall fill all tubes with an expansive grout, acceptable to the Client, which is capable of displacing any water in the tube. The grout shall be continuously injected into the tubing from the bottom of the tube to the top.

(2) Tube Placement for Sonic Testing In addition to the requirements of Sub-section 10.2.5(1), tubing in each pile shall be installed as follows:

(a) Pile diameter 1000 mm or less

✓ One (1) 104.5-mm tube and two (2) 53.9-mm tubes shall be installed.

✓ Tubing shall be placed at an equal distance (or as otherwise may be required by the Client) around the outer perimeter of the pile.

(b) Pile diameter greater than 1000 mm and less than or equal to 1300 mm:

✓ One (1) 104.5-mm tube and three (3) 53.9-mm tubes shall be installed.

✓ Tubing shall be placed at an equal distance (or as otherwise may be required by the Client) around the outer perimeter of the pile.

(c) Pile diameter as per relevant code

✓ One (1) 104.5-mm tube and five (5) 53.9-mm tubes shall be installed

✓ Tubing shall be placed at an equal distance (or as otherwise may be required by the Client) around the outer perimeter of the pile.

Sonic Coring, Impulse Testing:

(1) Tests shall not be carried out until the pile concrete has gained its 28 days characteristic strength.

(2) Sonic Coring and Impulse Testing shall be carried out following IS 14893 and by approved specialist firms, from whom a full statement and testing quantity shall be obtained and approved by the Client prior to commencement of testing.

(3) The interpretation of the results shall be carried out by competent persons and an indication of the result of all testing shall be passed to the Client immediately on completion of all tests. A full written report shall be provided directly to the Client within 10 days of the test being carried out.

2. Tests on Substructures

The contractor shall perform the tests as per approved quality Assurance Plan and shall maintain all the test results.

Apart from the regular tests according to approved Quality Assurance Plan the Employer may ask to carry out the following additional tests on substructure before accepting the work:

i. Material test

ii. Core sampling and testing in case of concrete elements

iii. Other non-destructive tests as appropriate

3. Tests on Superstructure

Apart from the regular tests according to approved Quality Assurance Plan, upon Completion of the Superstructure, the Bridge shall be subject to Proof Load Test according to the following guidelines, as appropriate:

✓ IRC: SP-51, Guidelines for Load Testing of Bridges

✓ IRC: SP-37, Guidelines for Evaluation of Load Carrying Capacity of Bridges

4. Tests on Approach Road and Road Safety Works

As specified in the Standard Specifications for Road and Bridge Works 2073 (Latest amendment), published by Department of Roads.

5. Tests on River Training Works

As specified in the Standard Specifications for Road and Bridge Works, 2073 (Latest amendment), published by Department of Roads.

5.9 Quality Assurance and Control Requirements

The Contractor shall establish and maintain a Quality Assurance System in accordance with GCC Clause 47 [Quality Assurance], for design and construction procedures and the interfaces between them in accordance with the Specifications and as mentioned in this Employer's Requirements. This Quality Assurance System shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains. The contractor shall establish a field laboratory with required equipment. Test frequency during construction quality control, and testing requirements after construction for quality control of works shall be as per Standard Specification of Road and Bridge Works, 2073 (with Latest Amendment).

5.10 Progress Monitoring and Reporting

(i) Program Requirements

The Contractor shall submit a detailed Work Program developed using the Critical Path Method (CPM) logic network. The program can be prepared and submitted electronically using [Primavera P6 / MS

Project] software in its native file format alongside PDF copies.

The Work Program shall strictly comply with the following criteria:

Logic Links: Every activity and task must have clearly defined predecessor and successor logic links, except for the project's absolute start and finish milestones.

Resource Loading: All activities must include detailed resource allocations (labor, specialized bridge equipment, and materials).

Float Management: Total float and free float for all activities must be explicitly identified. Total float belongs exclusively to the project and cannot be used unilaterally by either party without prior written consent from the Employer.

- **Key Bridge Milestones**: The program must explicitly highlight critical bridge execution phases, including Geotechnical Investigation, Foundation (Open / Well / Pile Driving), Substructure, Superstructure (including launching/erection), River Training, Road Safety Works and Approach Road Works.

(ii) Reporting Requirements

The reporting requirements shall include, but not be limited to, the following:

1. **Monthly progress reports (GCC Clause 41)**

   The Contractor shall submit monthly progress report to the Employer within the first week of each month a progress report in a format approved by the Employer, indicating actual progress (Design as well as Construction Progress) at the end of the preceding month, which will form the basis of the Contractor's performance; compared with the Contractor's program for the Works.

   The monthly progress report to be submitted shall compulsorily include Environment, Social, Health and Safety (ESHS) performance.

2. **Records of Contractor's Personnel and Equipment (GCC Clause 18)**

   The Contractor shall maintain and submit up-to-date records of all personnel and major equipment deployed on the Site. The records shall include:

   - ✓ Key Technical, managerial and Supervisory Personnel
   - ✓ Numbers and categories of site staff and labor
   - ✓ Major construction equipment available on Site, including status and utilization

3. **Submission Format and Copies**

Reports shall be submitted in both electronic (PDF) format and hard copy of each. Electronic copies shall be submitted through the mode specified by the Employer.

(iii). Meetings

At regular intervals as mutually agreed, the Engineer shall arrange meetings in his office or at the Contractor's office or at the Site, as deemed necessary for the purpose of monitoring and appraisal of the Contract performance. Authorized and responsible representatives of the Contractor such as Contractor's Representative / Contract Manager shall attend such meetings. The Contractor shall arrange

monthly for color digital photographs to be taken for showing the progress of the Works as instructed by the Engineer and shall provide the Engineer with one (1) set of prints and a digital copy of each photograph.

The Contractor shall ensure that he will not make any electronic copy or print of the photographs without permission of the Engineer. The Contractor shall also ensure that no unauthorized photography is allowed on site. The Contractor shall allow the Employer and or his personnel to take the photographs on site.

Management meetings foreseen under the Contract in furtherance to SCC 45.3.

- monthly progress meetings to be held upon release of the monthly progress report under Clause 41, and
- weekly technical Site meetings.
- quarterly progress meetings in the presence of senior/high level representatives of the Parties, who are typically not present on Site on a regular basis (e.g., supervision, Monitoring and Evaluation branch of Department level, etc.)
- claim meetings,
- risk management meetings, etc.

5.11 Technical Specifications

1. Specifications for Design, Material, Workmanship and Procedure

1.1 Specifications for Design and Construction of Bridge:

Laws, Regulations, Codes and Standards for Bridge Design shall be as per Section 5.4 of Employer's requirements.

1.1.1 minimum specification for detailed design and Construction of Bridge:

Design, and construction of double lane permanent bridges:

Two-lane new bridges at enlisted locations are to be designed as per relevant and appropriate IRC codes. The carriage-way width of the bridges shall be 7.5 m, and the total width of superstructure including footbaths, kerbs, and railings shall be as 1 1m. The bridges shall be constructed including foundations, sub-structures, ancillary structures, river-training works, and approach roads including retaining walls or other appropriate structures, that may be simple or as sophisticated as cantilever/overhanging bridges, including slope stabilization and bio-engineering works. The excavated foundations shall be properly backfilled and protected for possible future scouring and erosion to the satisfaction of employer in accordance with relevant codes and guidelines; there shall be no untreated scars of cuttings and excavations made for the execution of this project - the scars shall be treated with appropriate slope stabilization and bio-engineering techniques in accordance with relevant standard codes, specifications and guidelines.

Fulfillment of the Environmental, Social, Occupational health and safety requirements:

- The contractor shall comply with the Environmental, Social, Occupational health and safety requirements, etc. as per the rules and regulations of Nepal and DoR guidelines as

mentioned in the Additional Conditions of Contract (ACC). All the costs associated with these requirements shall be deemed to be covered by the costs proposed by the bidder in Breakdown of Costs.

Protection of Existing Structures:

- The contractor shall protect the existing road and bridge structures during the construction of new bridges. As an example, such protection may be executed by the use of protection bored piles. However, the contractor shall design appropriate protection methodology.
- Contractor shall assess the required costs associated for such work and bid the price as aLump Sum item provided in the Breakdown of Cost.

Road markings and paintings, bridge painting, and traffic safety works:

- The approach road shall be painted with centre-line and edge markings, bridge kerb and railings shall be painted, and bridge name post, and other appropriate retro-reflectorized traffic signs as per relevant guidelines and manuals of Department of Roads.
- The cost of such works shall be loaded in appropriate item in Breakdown of Costs. In addition, the approach roads shall be provided with steel crash barriers as provisioned in Breakdown of Costs.

Traffic Management & Safety, Diversions and Temporary Works:

- During survey, geotechnical investigation, and construction of bridges and associated ancillary structures, the contractor shall manage the traffic diversions for two lane traffic, manage the diversion of rivers if applicable, manage for the temporary works such as formworks and scaffolding, erection, launching or any other works required to construct the permanent bridge.
- All costs shall be deemed to be included in the Breakdown of Costs.

Traffic obstruction is not allowed;

- The existing two-lane road shall be fully open for traffic.
- The access-road to the bridge-site that may be required to be newly opened during construction of bridges shall be paved; bituminous paved for a minimum length from the existing highway and other suitable pavement layers for remaining length of access road; such that no soil/sand/gravel/dust particles litter the existing road surface.
- Appropriate number of flagmens for traffic management to prevent possible accidents shall be dapibpe during execution of the project.

1.2 Specifications for material, workmanship and procedure

The Contractor shall adhere to **the Standard Specifications for Road and Bridge Works, 2073 (with Latest Amendment),** published by Department of Roads, for material, workmanship and procedure.

The Contractor shall obtain the Specification Documents listed above at the Contractor's own cost or can download from www.dor.gov.np. If any matter is not covered by the documents listed above the Contractor may propose a relevant standard document for the particular work subject to approval by the Employer.

1.3 Specification for the Design Report and Drawings

1.3.1 The Design Report shall include but may not be limited to the following:

a) Hydrological analysis according to the IRC code of Practice

b) Geological and Geotechnical Analysis of the bridge site

c) Reports on Geotechnical investigations and calculation of the bearing capacity according to the IRC Code of Practice.

d) Design calculations of the various elements of the bridge, approach roads and river training work as per IRC or relevant codes.

1.3.2 The format of the Drawings shall be as follows:

a) Size: All the drawings shall be presented in sheets not less than size A3 bound properly.

b) Contents of the drawings: The drawings shall show all necessary elements of the permanent works and their dimensions. The Drawings shall include but may not be limited to the following:

1) Geological Map around the bridge site.

2) Topographic map of the bridge site

3) General arrangement of the bridge showing bridge in plan and profile with Levels of the bridge deck, soffit, Highest Flood Level, Existing bed level, Maximum depth of scour, levels of foundations etc.

4) Working drawings of the bridge elements

5) Working drawings of the river training and protection works

6) Working drawings of the approach roads (Plan, Profile and cross sections)

7) Working drawings of the ancillary works including road safety.

c) The Drawings shall be presented in clear legible format with size of lettering anywhere in the drawings not less than 2.0 mm.

1.3.3 Presentation and Submission of design report

The contractor shall arrange presentation after submission of Draft Report of the complete design at venue suggested by DoR. The presentation team shall include at least Bridge Engineer, Geotechnical Engineer, and Hydrologist involved in design.

5.12 Any Other Project-Specific Requirements

1. Checklist for Road Safety Works

In addition to Department of Roads' Standard Specifications for Road and Bridge Works, following checklist shall be applicable for all activities relevant to road safety works implied in the contract. If Department of Roads publishes any further guidelines, those shall also be applicable.

Bridge Element	Requirements
Bridge railings	• 'F' or • 'W' shape; or • 'Three beam, or • Double or triple steel tube type;
Transitions	• 'W' shaped terminal connector; or • Three beam terminal connectors; or • Cable to 'W' beam or 'F' shape transitions
Approach railings	• W' shape; or • 'F' safety shapes; or • Cable safety system; or • Cement Rubble Masonry
End treatment	• Buried in slope; or • Breakaway (various types); or • Anchor block (for cable systems); or • Energy absorbing; or • Crash attenuator type solution.
Pedestrian and bicycle right of way & railing	• Pedestrian parapets provided on both sides and segregated by bridge rail from traffic; and • 0.5 m minimum, 1+ m preferred for bridges outside of urban areas: or • 2.0 m minimum, 3+ m preferred for bridges in urban areas; and • 1.1 m or higher steel tube with 6" intermediate rails for pedestrian/cyclist fall protection.
Marking and signage	• Lane delineation on approaches and bridge deck • High visibility markings at approach and on barriers • Warnings and restrictions as appropriate to location and loading control (if applicable)

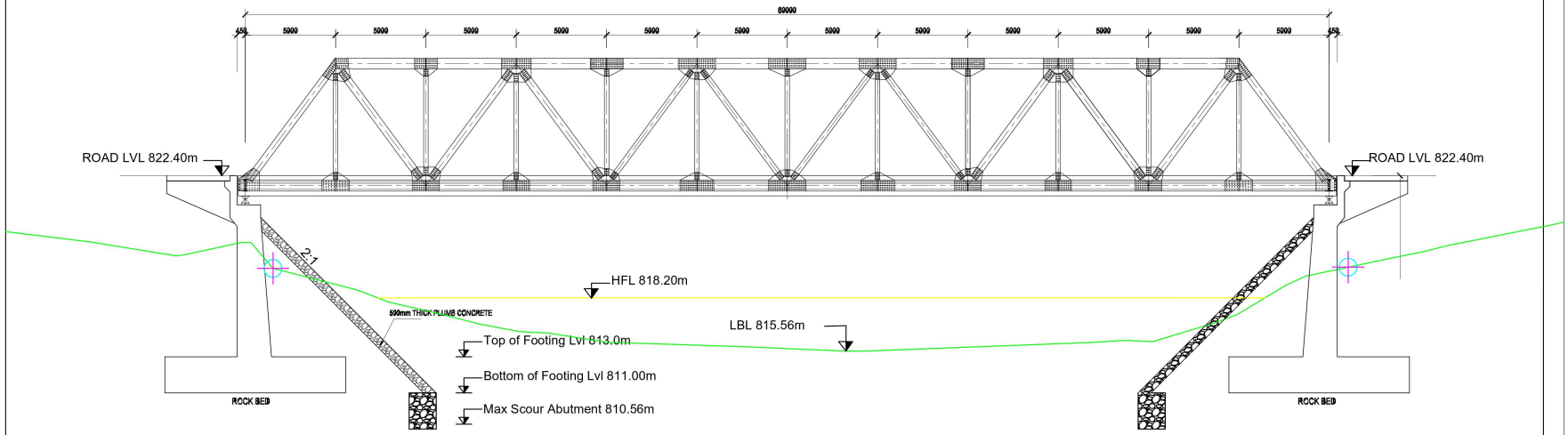
2. Resilient Aspect of Bridge

In addition to complying with the codes, standards, and specifications, the bridge design shall address resilience aspects, including, but not limited to, the following:

a. Flood Risk Assessment
b. Seismic Design Standards
c. Foundation Design
d. Drainage Systems
e. Redundancy in Structural Components
f. Elevated Structures to protect against flooding and storm surges.
g. Erosion Control Measures
h. Robust design of retaining walls and embankments
i. Resilient Bearing Systems
j. Climate Change Projections

• Community and Stakeholder Engagement

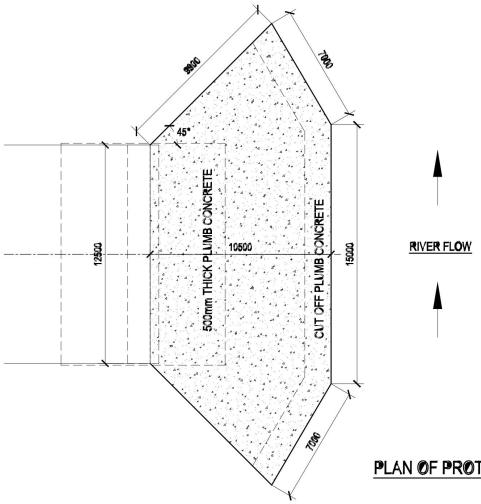
6. Drawings



GENERAL ARRANGEMENT OF BRIDGE
SCALE 1:200

BH # 1

Soil Description	Symbol	Depth, m	SPT (N) Value
Brown & Grey Clay Mixed Sandy Gravels including Pebbles, Cobbles, Sand & Boulder		-1 -2	87
Phylite Quartzite mixed Boulders including Pebbles, Cobbles, Coarse Sand (Core Recovery 3to7cm)		-3 -4 -5 -6 -7 -8 -9	111 342 480 800 800
Sludge Recovery of Brown Colour Weak Shale Formation		-10 -11 -12 -13 -14 -15 -16	800 1200 1200 1200

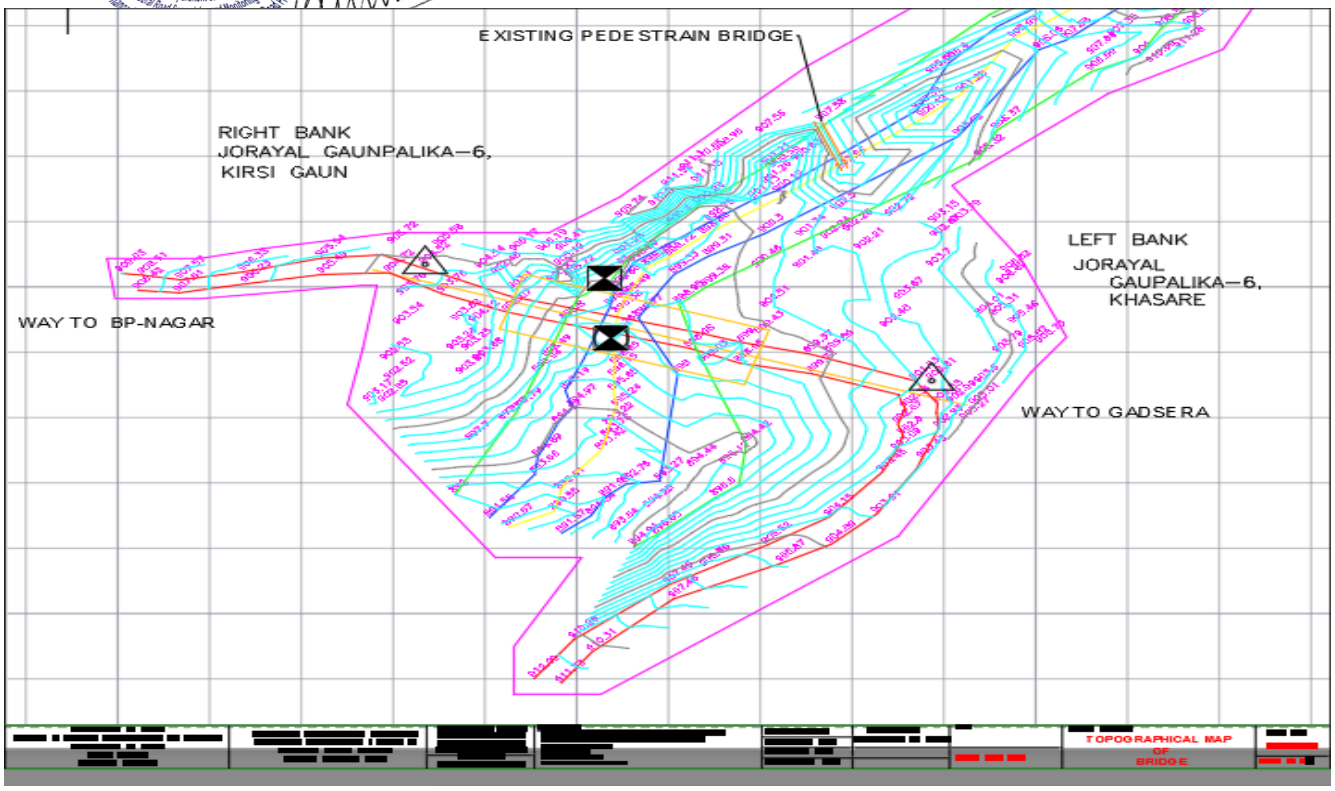


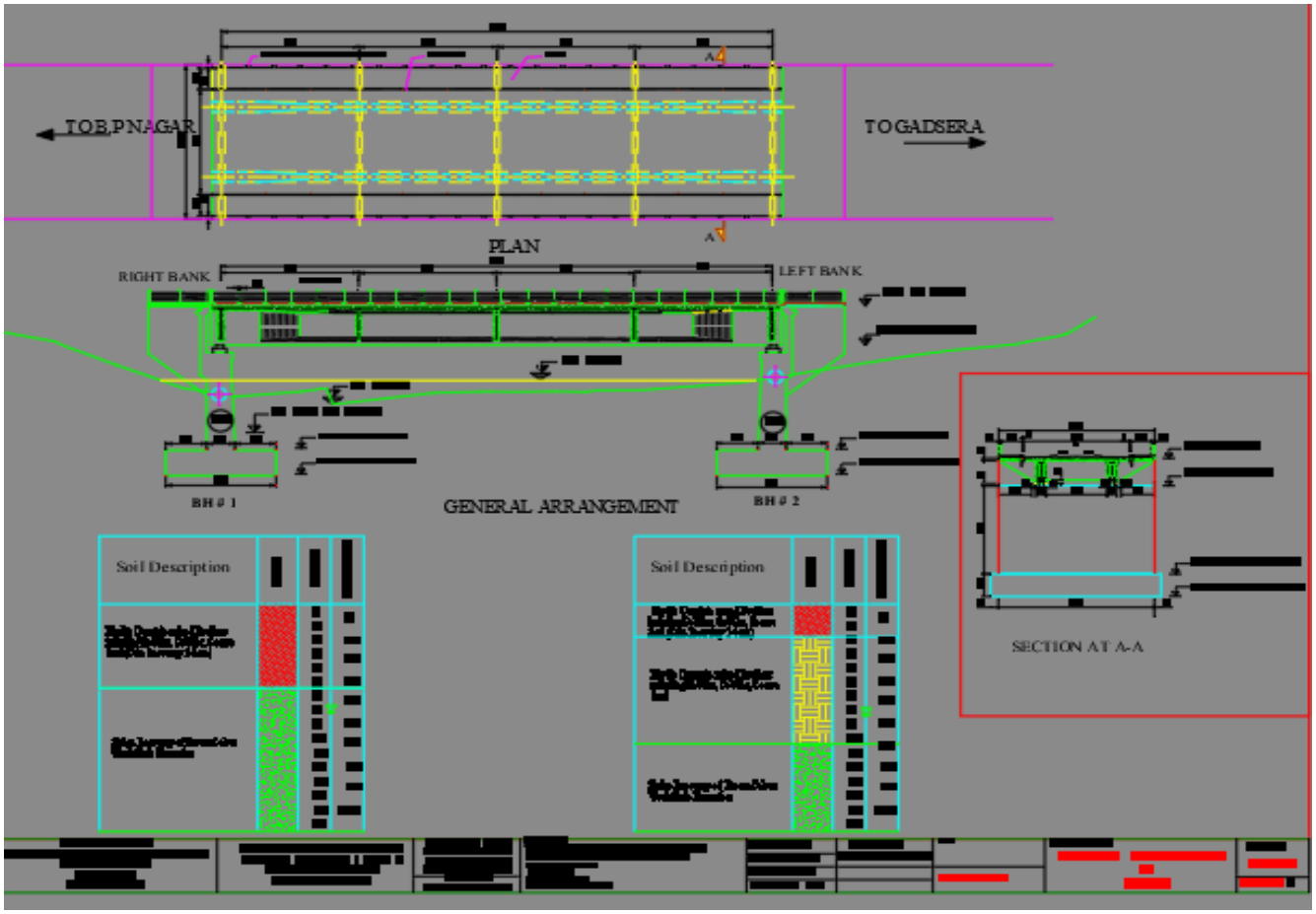
PLAN OF PROTECTION WORKS (LEFT BANK)
1:250

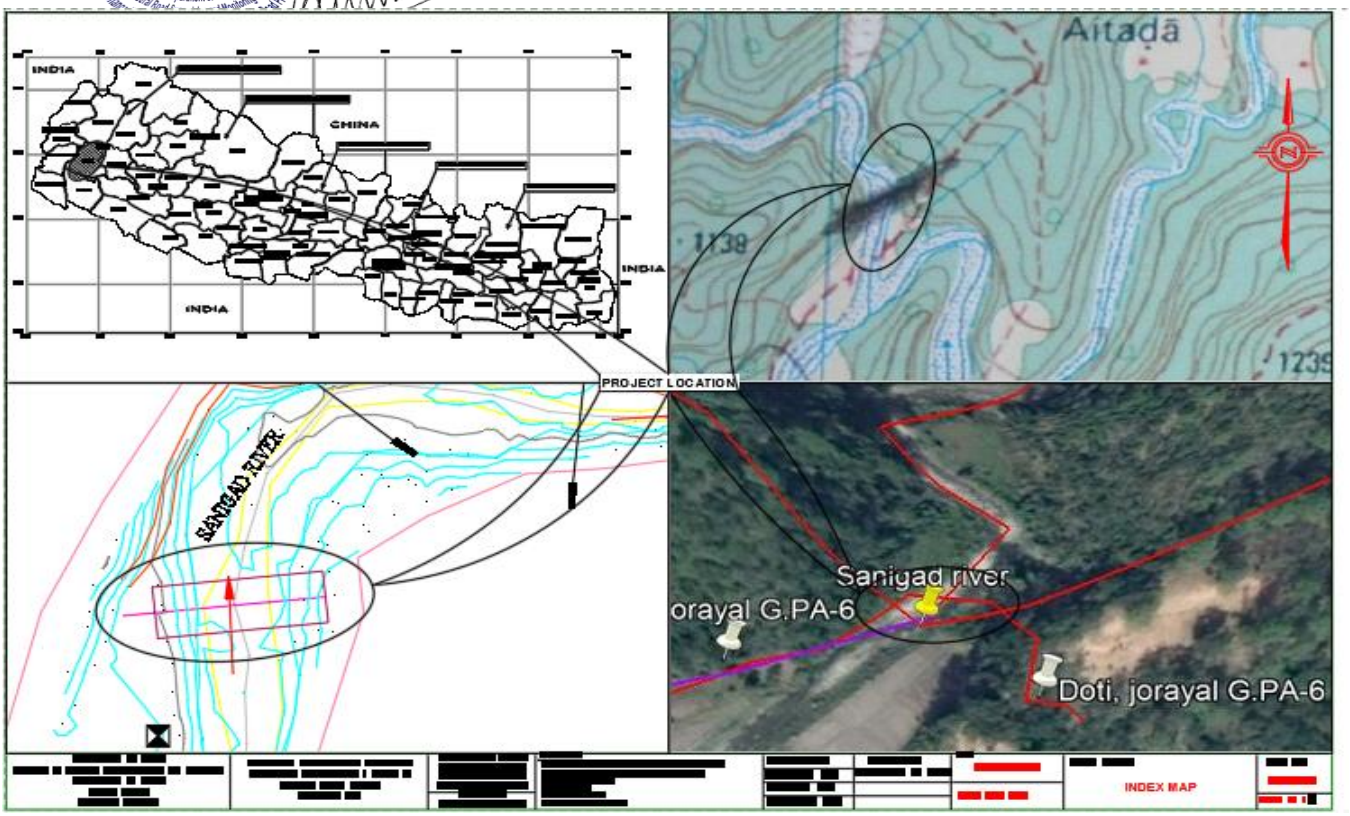
BH # 3

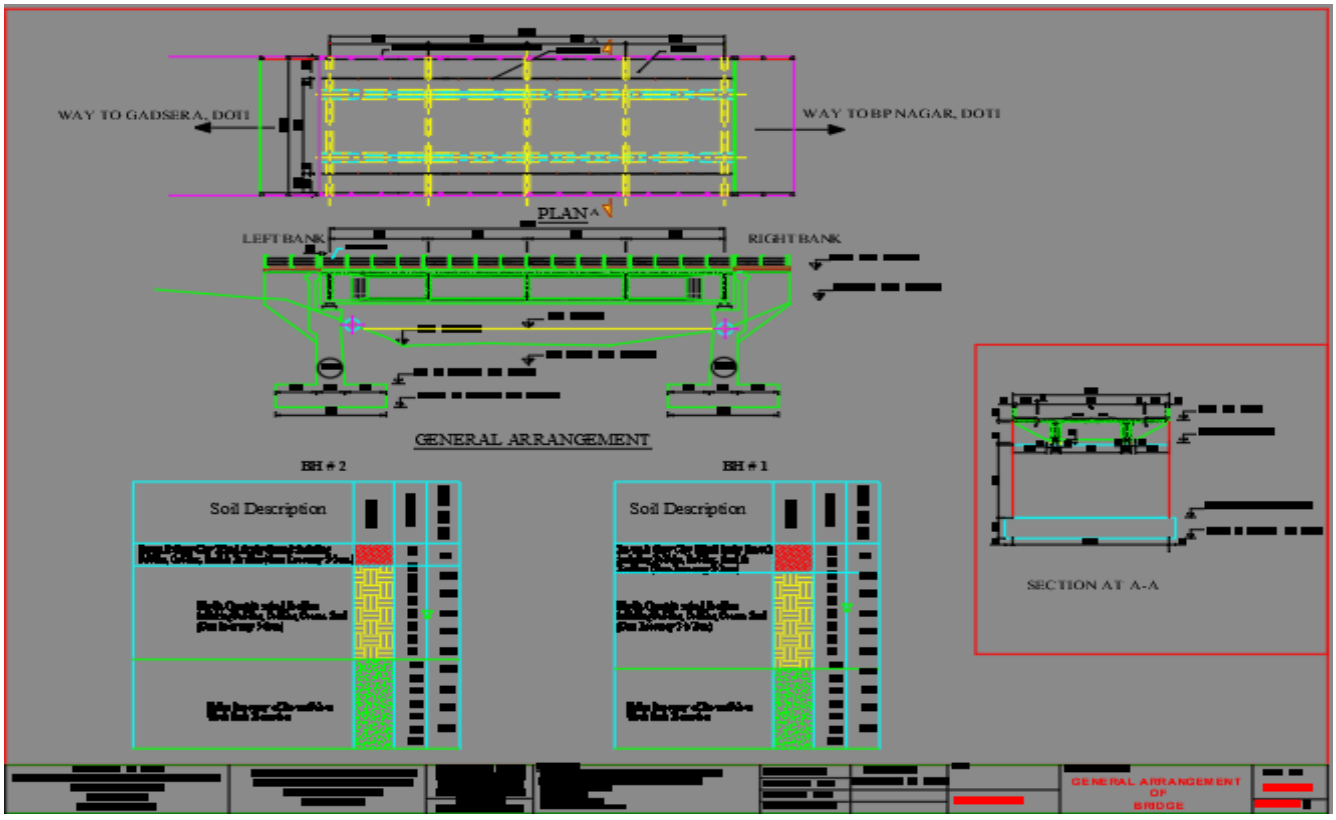
Soil Description	Symbol	Depth, m	SPT (N) Value
Brown & Grey Clay Mixed Sandy Gravels including Pebbles, Cobbles, Sand & Boulder		-1 -2 -3	125 101
Phylite Quartzite mixed Boulders including Pebbles, Cobbles, Coarse Sand (Core Recovery 3to7cm)		-4 -5 -6 -7 -8 -9 -10	342 400 480 800
Sludge Recovery of Brown Colour Weak Shale Formation		-11 -12 -13 -14 -15 -16	800 800 1200 1200

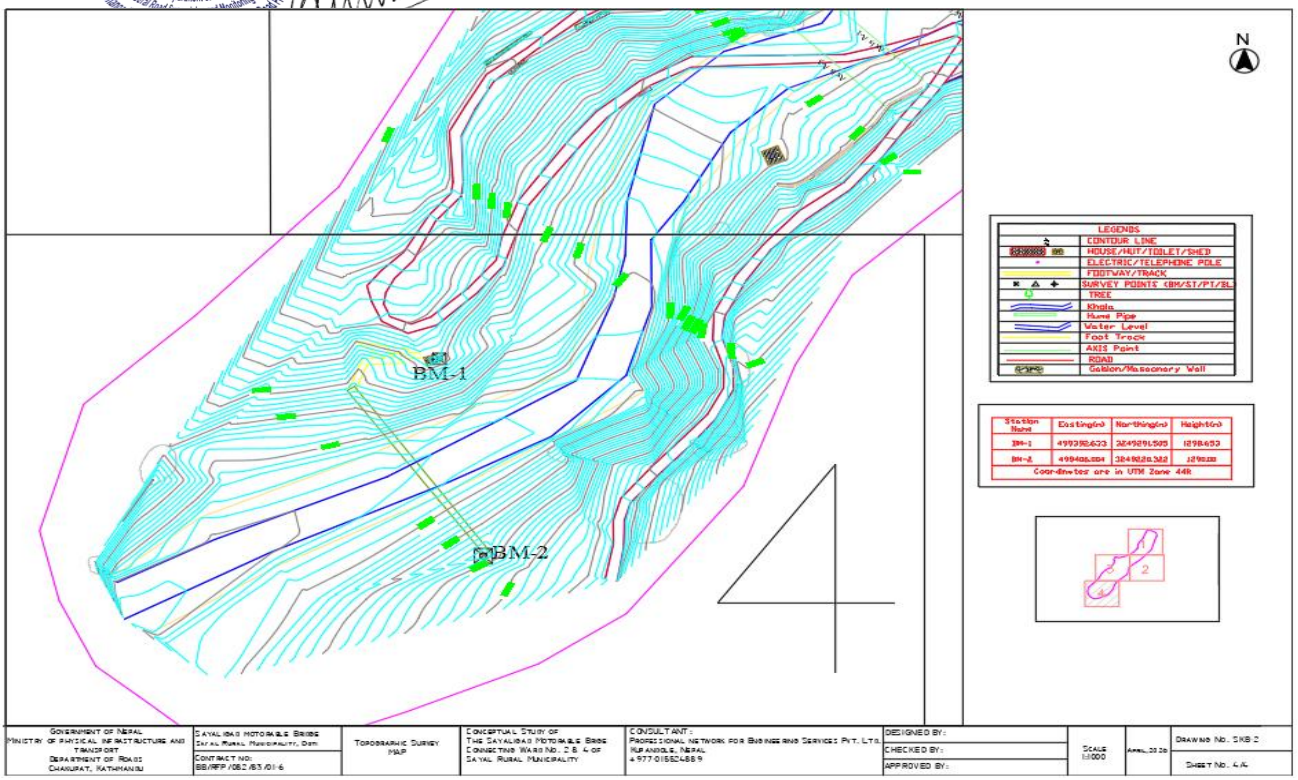
Government of Nepal Ministry of Physical Infrastructure and Transport Department of Roads Bridge Branch Chakupat, Lalitpur	Feasibility Study,Detailed Engineering Survey,Soil Investigation & Design of **Jharimghat River Bridge** B.P Nagar-1, Doti	Final Report on Detailed Engineering Survey and Hydrological Study, Soil Investigation and Design Contract No:- BB-159-DSD-073/74-22	**Consultants:** **Fuji International Design Associates (FIDA) JV** **LEASER Consultant & EAGLE Consultant** Shankhamul, Kathmandu Tel:- 01-4781863 Fax:- +977-1-4781863 Email:- fidanepal@yahoo.com	SUBMISSION DESIGNED BY: CHECKED BY: APPROVED BY:	APPROVAL Department of Roads	Scale Date: JULY 2020	SHEET TITLE: **GENERAL ARRANGEMENT OF BRIDGE & RIVER PROTECTION WORKS**	Dwg. No: CKB/GA/01 Sheet No : **04**

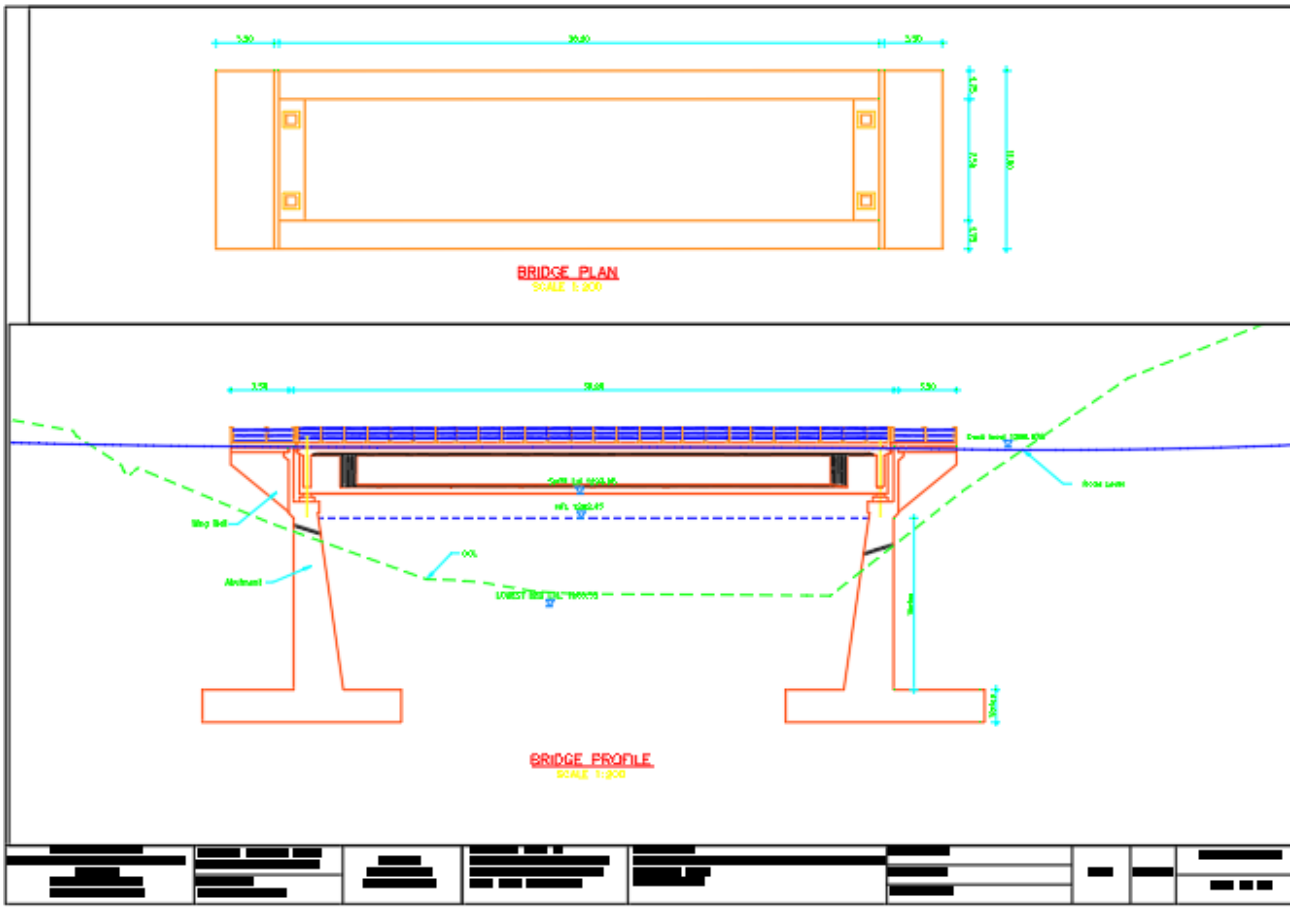

EXISTING PEDESTRAIN BRIDGE
RIGHT BANK
JORAYAL GAUNPALIKA—6,
KIRSI GAUN
LEFT BANK
JORAYAL
GAUPALIKA—6,
KHASARE
WAY TO BP-NAGAR
WAY TO GADSERA
TOPOGRAPHICAL MAP OF BRIDGE

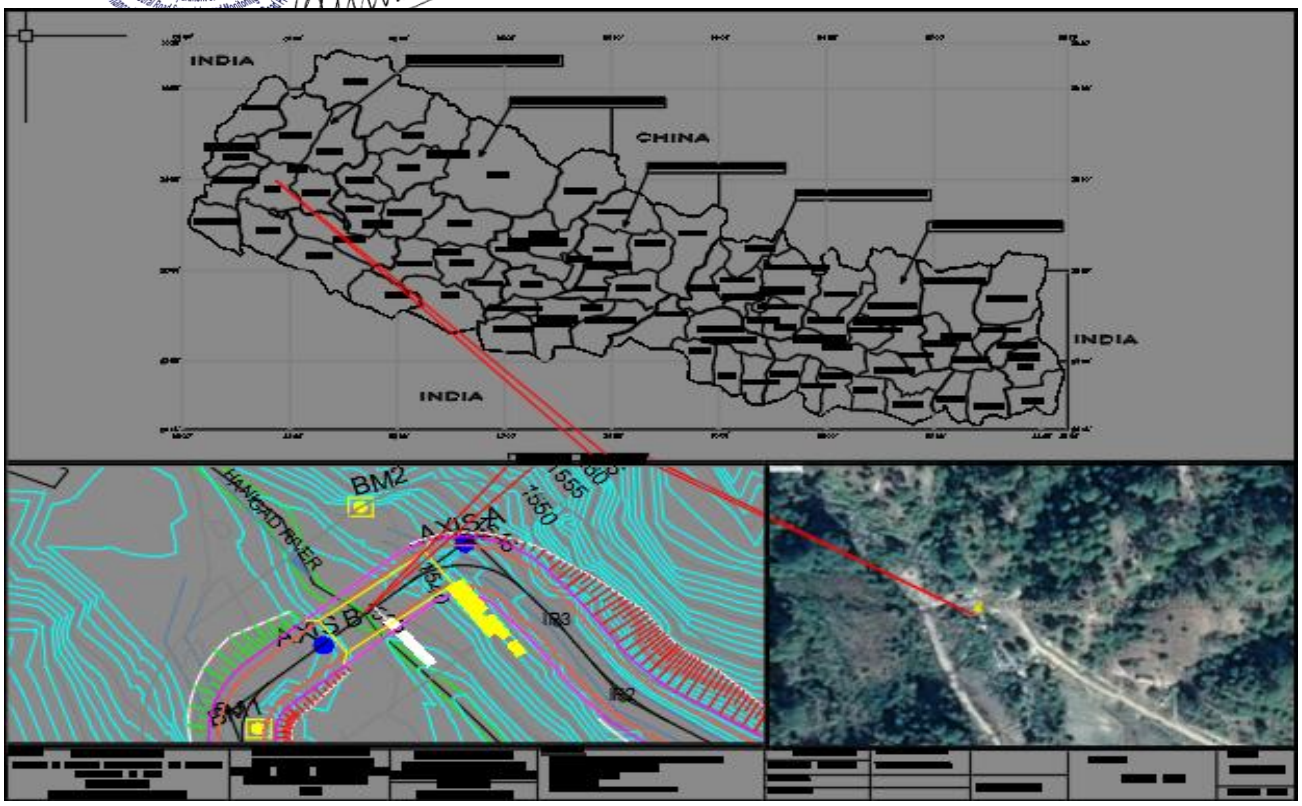

TOBPNAGAR
TOGADSERA
PLAN
RIGHT BANK
LEFT BANK
BH # 1
BH # 2
GENERAL ARRANGEMENT
Soil Description
Soil Description
SECTION AT A-A

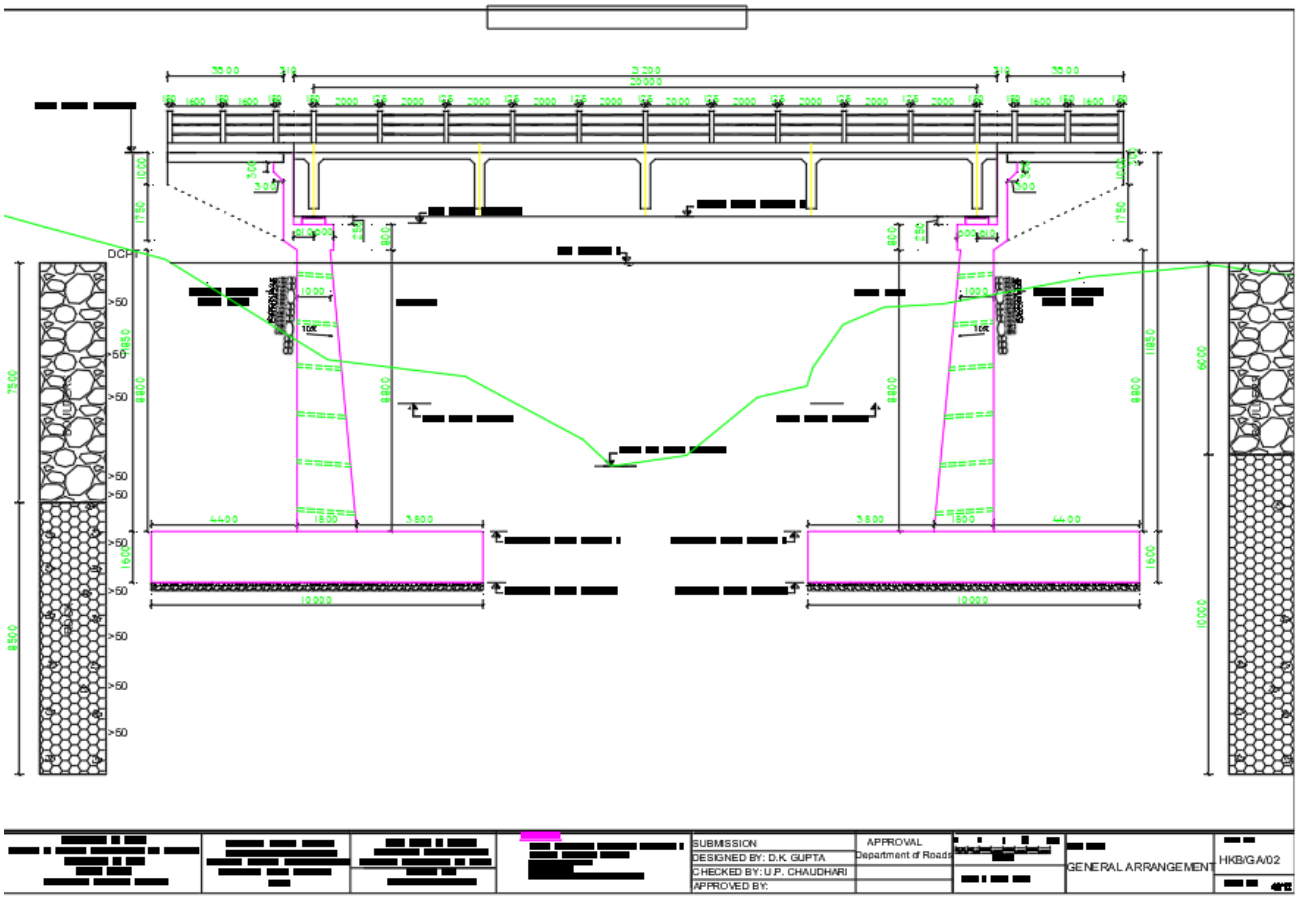

INDIA
CHINA
INDIA
INDIA
PROJECT LOCATION
SANIGAD RIVER
Aitadā
1138
1239
Sanigad river
orayal G.PA-6
Doti, jorayal G.PA-6
INDEX MAP


WAY TO GADSERA, DOTI
WAY TO BP NAGAR, DOTI
PLAN
LEFT BANK
RIGHT BANK
GENERAL ARRANGEMENT
BH # 2
Soil Description
BH # 1
Soil Description
SECTION AT A-A
GENERAL ARRANGEMENT OF BRIDGE


N
LEGENDS
CONTOUR LINE
HOUSE/HUT/TOILET/SHED
ELECTRIC/TELEPHONE POLE
FOOTWAY/TRACK
SURVEY POINTS (BM/ST/PT/BL
TREE
Khola
Hume Pipe
Water Level
Foot Track
AXIS Point
ROAD
Gabion/Masconary Wall
BM-1
BM-2
Station Name
Easting(m)
Northing(m)
Height(m)
BM-1
BM-2
Coordinates are in UTM Zone 44R
GOVERNMENT OF NEPAL
MINISTRY OF PHYSICAL INFRASTRUCTURE AND TRANSPORT
DEPARTMENT OF ROADS
CHAKUPAT, KATHMANDU
SAYALIGAD MOTORABLE BRIDGE
CONTRACT NO:
TOPOGRAPHIC SURVEY MAP
CONCEPTUAL STUDY OF THE SAYALIGAD MOTORABLE BRIDGE CONNECTING WARD NO. 2 & 4 OF SAYAL RURAL MUNICIPALITY
CONSULTANT:
DESIGNED BY:
CHECKED BY:
APPROVED BY:
SCALE
DRAWING NO.: SKB 2
SHEET NO.: 4/4


BRIDGE PLAN
BRIDGE PROFILE


INDIA
CHINA
INDIA
INDIA
BM2
AXIS A
AXIS B
HANGDI RIVER
1555
1550
1545
TP3
TP2
TP1


SUBMISSION
DESIGNED BY: D.K. GUPTA
CHECKED BY: U.P. CHAUDHARI
APPROVED BY:
APPROVAL
Department of Roads
GENERAL ARRANGEMENT
HKB/GA/02


Government of Nepal
Ministry of Infrastructure Development
Department of Roads
Federal Road Supervision and Monitoring Office
Dhangadhi-Attariya-Dipayal-Chainpur-Jiralbhanjyang Road Project
B.P. Nagar, Doti

7. Supplementary Information

Occupational Community Health and Safety Inspection Checklist for Construction Project

S. N.	Description	Yes	No	N/A	Remarks
1	**Part 1: General**				
	1.1 Preparation and submission of health and safety plan.				
	The preparation and submission of the Health and Safety Plan comprising with but not limited to;				
	a. Description of project				
	b. Site project organization structure				
	c. Objective				
	d. Principle				
	e. Implementation				
	f. Monitoring				
	1.2 OHS Management System				
	Review Occupational Health and Safety management system of worksite at least once every 6 months and submitted to Project Manager.				
	1.3 Temporary Works by Designer				
	Provision for the submission of design of any temporary work by a competent person / professional engineer of the following to the Supervising Officer, if requested by the DoR:				
	a. Formwork and support system				
	b. Scaffolding				
	c. Catch platform				
	d. Construction rubbish/debris disposal chute				
	e. Runways and ramps used by vehicles				
	f. Support for stability of structure where adjoining area to be excavated or piled				
	g. Loading platform				
	h. Tower crane foundation				
	1.4 Occupational Health and Safety Officer (OHSO)				
	Appointed full-time competent occupational health and safety Officer for the entire duration of the contract.				
	1.5 Medical Check Up				
	Conduct health fitness by a doctor at least on yearly basis to ensure their operator/workers are in good health before and during their engagement in the period of contract.				
	1.6 Safety and Health Training & Briefing				

	Conduct daily briefing sessions to workers prior to commencement of days' work.				
	Plan and conduct relevant safety and health training plan as per site requirement. For example,				
	a. Site safety and health induction course for site personnel.				
	b. Firefighting.				
	c. Emergency preparedness, respond and evacuation.				
	d. Toolbox meetings/briefing (once a week at site).				
	e. Hazardous chemical related training and handling.				
	1.7 General Signage				
	Safety signage at workplace to ensure the workers and the public are aware about safety within the contract period.				
	a. Emergency exit routes.				
	b. Warning signs.				
	c. Any other safety signs as instructed and approved by the OHSO. (please specify).				
	1.8 Personal Protective Equipment				
	Provide and maintain required personal protective equipment as per specification to all employees during the construction to the satisfaction of Project Manager.				
	1.9 Provision of a manned safety boat in construction sites during construction period.				
	1.10 Emergency phone numbers posted				
	a. Ambulance				
	b. Police station				
	c. Fire Brigade				
	1.11 First Aid Facilities.				
	Provision of first aid facilities for any minor accident at the workplace. This includes providing complete set of first aid kits for construction site within the period of contract.				
	1.12 Portable Fire Extinguisher.				
	Provide enough fire extinguishers at the workplace. The locations of the fire extinguishers include the site office, quarters and standby for any hot works activities within the contract period.				
	1.13 Reporting				
	Record keeping of any Accident / Incident at workplace during construction period.				
2	**Part 2: Prevention of fall at Workplace**				
	2.1 Unprotected Sides and Edges				

	Supply, install and erect guardrail, barricade and toe board (where required) to exposed edges / openings but not limited to:				
	a. Building perimeter openings				
	b. Floor openings				
	c. Working platform				
	d. Loading platform				
	Provide, install and maintain temporary hand railings to the stairs use as an access and egress.				
	Provision of providing temporary closure by using sufficient thick and strong material for any floor openings where when erecting guardrail / barricade are not suitable.				
	2.2 Safety nets				
	Install and maintain safety net as close as possible to the working level.				
	2.3 Individual fall arrest systems				
	Fall arrest systems must be provided for every worker working at height above 1.8m. Double lanyards to be equipped on the safety harness.				
	Provide, anchor /install and maintain individual fall arrest systems that includes:				
	a. Safety harness;				
	b. Lanyards				
	2.4 Ladders				
	Supply, install and maintain suitable lockable step ladder spreader bars on both sides connected to the front and rear stiles to the satisfaction of Project Manager				
	Note: Home-made ladders are forbidden and must be removed from site.				
	2.5 Scaffolding for Temporary Working Platform, Access and Egress				
	Erect, maintain and dismantle suitable scaffolding for temporary working platform including access and egress.				
	2.6 Rubbish Chute				
	Provision for rubbish / debris disposal chute				
3	**Part 3: Electrical**				
	3.1 Electrical equipment needs to have special measures to protect equipment and cables from mechanical damage and wet condition				
	3.2 All electrical equipment is grounded or earthed				
4	**Part 4: Hazardous Chemicals and Materials**				
	4.1 Chemical Health Risk Assessment				

	a. Prepare a Chemical Register for all hazardous chemicals to health used in the place of work inclusive of updating during the contract period.				
	b. prepare and undertake hazards identification, risk assessment and risk control (HIRAC) for all construction activities.				
	4.2 Labeling and Storage				
	Provision of labeling, control and safe storage area for hazardous material at site to the requirement of the authority.				
5	**Part 5 Plants**				
	5.1 Compile and maintain on a monthly/quaterly/half yearly/ yearly basis all inspection records for plants but not limited to:				
	a) Tower crane and rigging equipment				
	b) Mobile / crawler crane and rigging equipment				
	c) Bar bending and cutting machines				
	d) Prime mover				
	e) Mechanical cutting operations				
	f) Scaffold				
	g) Compressor and Pressure Vessel				
	h) Dozer, motor grader, etc				
	5.2 Provision of designated person				
	a) Licensed/qualified operator				
	b) Signalman				
	5.3 Communication				
	Provision of radio communication set for signalman and crane operator during lifting operation (1 set consist of 3 units).				
6	**Part 6 Special Work Situations**				
	6.1 Working in confined space				
	Ensure the workers are always safe to enter any confined space by providing all the following items or if there are any OHSO instructions.				
	a) Carry out air testing for toxic, flammable gas fumes and oxygen adequacy before access to the confined area of work by authorized gas tester.				
	b) Provision of:				
	I. entry supervisor (one man per test)				
	II. standby person (one man per test)				
	c) Provision of ventilator system to regulate and ensure sufficient air flow to the confined work area.				

	d) Develop permit system and procedure for entering confined spaces during the contract period.				
	6.2 Traffic movement within site				
	a) Provision for planning safe traffic movement within the site.				
	b) Provision of flagman to control and regulate the movement of site traffic / vehicle within, going out and coming into the site.				
	c) Provision of the following to be used by the worker and flagman but not limited to :				
	I. Traffic control baton light				
	II. Flags (Both Green and Red flags)				
	6.3 Excavations (more than 1.5m deep)				
	a) Provision for the designing of safe strutting for deep excavation work by engineer.				
	b) Provision for the competent / designated person to supervise the excavation work.				
	c) Provision for protection and barricading the excavated work.				
	d) Provide, install and maintain approved hazard warning lights for the excavated area during the night.				
7	**Part 7 Amenities and Facilities (Construction Site and Site Accommodation)**				
	7.1 drinking water				
	Provision of drinking water at suitable points.				
	7.2 Toilets				
	Provide, maintain and the dislodge toilets for workers				
	Toilet shall be connected to a sewer / temporary septic tank with the approval of the relevant competent authority. Contractor shall estimate the number of workers for entire project and at least 1 toilet per every 25 workers.				
	Provision for separate toilet for Female worker				
	7.3 Temporary Structures and Sanitary conveniences at construction worksites				
	Temporary site office with adequate lighting and ventilation.				
	Living quarters shall be adequately lit and ventilated. Sanitary facilities in the ratio of 1 water closet, 1 shower and 1 wash basin for every 25 workers or less shall be provided.				
	7.4 Temporary rest area				

	Provide and maintain rest area for the workers and site staff with safe area, ventilated and lighted.				
	7.5 Labor Camp				
	The camp shall be set in accordance with the labor Act and Regulations.				
	7.6 Lighting				
	Provide adequate lighting in dark environment at work areas, access and egress.				
	Note: Dark environment with inadequate lighting (access to upper floor, tanks, any confined space, etc).				
	7.7 Ventilation				
	Provide mechanical ventilators in areas where natural ventilation is not possible and in accordance to the specification. Areas which require constant air circulation which involve fumes and smoke e.g. generator, welding activities, confine space, etc.				
8	**Part 8. Measures for communicable diseases**				
	8.1 Provision of use of disinfectants in worksite on daily basis				
	8.2 Provision of measuring temperature and hand sanitization of each worker, supervisor, engineers and visitor before entering worksite.				
	8.3 Provision for hand wash and sanitizer will be available at all entry and exist point and common area				
	8.4 Provision of separate bed for sick worker				

8. Personnel Requirements

Using Form PER-1 and PER-2 in Section IV (Bidding Forms), the Bidder must demonstrate it has personnel that meet the following requirements:

SN.	Position	Required No.	Academic Qualification	Total Work Experience	Experience in Similar Works
Design					
1.	Bridge Design / Structural Engineer	1	Master's degree in Bridge / Structural Engineering or Equivalent	10 years in related field	Design Experience of minimum Three (3) numbers of Motorable Bridge

2.	Geotechnical Engineer	1	Master's degree in Geotechnical Engineering or equivalent	10 years in related field	Experience in Geotechnical study, investigation and preparation of report of Foundations for at least 2 (two) motorable Bridges
3.	Hydrologist	1	Master's degree in Hydrology/Water Resources Engineering	10 years in related field	Experience in Hydrological study, investigation and preparation of report of hydrology for at least 2 (two) motorable Bridges
Construction					
1.	Contract Manager	1	Bachelor's degree in civil engineering or equivalent	10 years in related field	5 years' experience in Bridge construction Project.
2.	Bridge / structural Engineer	1	Bachelor's degree in civil engineering.	10 years in related field	3 years' experience in Motorable Bridge Construction Project.
3.	Civil Engineer	1	Bachelor's degree in civil engineering.	5 years in related field	3 years' experience in Motorable Bridge Construction Project.
4.	Quality Control / Material Engineer	1	Bachelor's degree in civil engineering.	7 years in related field	5 years' experience in supervision / quality assurance and control as Material engineer/ Quality control Engineer of Bridge or Road Construction Project.
5.	*Occupational Health and Safety personnel*	1	Bachelor's degree in engineering or equivalent	5 years in related field	3 years of experience managing OHS components in any civil engineering

					related construction project

9. Equipment Requirements

No.	Equipment Type and Characteristics	Min. Number Requirement
1.	Excavator	2
2.	Concrete Batching Plant	1
3.	Concrete Transit Mixer	2
4.	Concrete Pump	1

Using Form EQU in Section IV (Bidding Forms), the Bidder must demonstrate it has the key equipment listed below:

Section VII – Activity and Price Schedule (APS)

Activity and Price Schedules

PREAMBLE

General

1. The Price Schedules are divided into separate Schedules as follows:

   Schedule No. 1: Provisional Sum

   Schedule No. 2: General Items

   Schedule No. 3: Design Services

   Schedule No. 4: Construction Items

   Schedule No. 5: Installation and Other Services

   Schedule No. 6: Operation & Maintenance (if any)

   Schedule No….: [***specify if any other schedule]***

   Schedule No. 7 Grand Summary (Schedule Nos. 1 to 6 or relevant number)

2. The Schedules do not generally give a full description of works and the services to be performed under each activity/item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Preliminary Drawings (if any) to ascertain the full scope of the requirements included in each activity/item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.

3. If Bidders are unclear or uncertain as to the scope of any activity/item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

Pricing

4. The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any alterations necessary due to errors, etc., shall be initialed by the Bidder.

   As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be/shall not be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.

5. Bid prices shall be quoted in the manner indicated and, in the currency, specified in the Instructions to Bidders in the Bidding Document.

   For each activity/item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

   Prices given in the Schedules against each activity/item shall be for the scope covered by that item as detailed in Section VI (Employer's Requirements) or elsewhere in the Bidding Document.



currency

6. Payments will be made to the Contractor in the indicated under each respective activity/item.

7. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite items included in the Schedules.

Schedule No. 1: Provisional Sum:

Item	Description	Unit	Quantity	Unit Price		Total Price (NPR)
				In Figure (NPR)	In Words (NPR)	
1	2	3	4	5	6	7=4x5
TOTAL Column 7 to be carried forward to Schedule No. 7: Grand Summary						

Name of Bidder ……

Signature of Bidder ……

Note: All the rates shall be inclusive of all the applicable taxes and/or duties but excluding VAT in the country of Employer

Schedules of Rates and Prices

Schedule No.2: General Item:

Item	Description	Unit	Quantity	Unit Price		Total Price (NPR)
				In Figure (NPR)	In Words (NPR)	
1	2	3	4	5	6	7=4x5
TOTAL Column 7 to be carried forward to Schedule No. 7: Grand Summary						

Name of Bidder ……

Signature of Bidder ……

Note: All the rates shall be inclusive of all the applicable taxes and/or duties but excluding VAT in the country of Employer



Schedule No. 3: Design Services

Item	Description	Unit	Quantity	Unit Price		Total Price (NPR)
				In Figure (NPR)	In Words (NPR)	
1	2	3	4	5	6	7=4x5
TOTAL Column 7 to be carried forward to Schedule No. 7: Grand Summary						

Name of Bidder ……

Signature of Bidder ……

Note: All the rates shall be inclusive of all the applicable taxes and/or duties but excluding VAT in the country of Employer

Schedule No. 4 – Construction Items

Item	Description	Unit	Quantity	Unit Price		Total Price (NPR)
				In Figure (NPR)	In Words (NPR)	
1	2	3	4	5	6	7=4x5
TOTAL Column 7 to be carried forward to Schedule No. 7: Grand Summary						

Name of Bidder ……

Signature of Bidder ……

Note: All the rates shall be inclusive of all the applicable taxes and/or duties but excluding VAT in the country of Employer

Schedule No. 5 –Installation and Other Services

Item	Description	Unit	Quantity	Unit Price		Total Price (NPR)
				In Figure (NPR)	In Words (NPR)	
1	2	3	4	5	6	7=4x5
TOTAL Column 7 to be carried forward to Schedule No. 7: Grand Summary						

Name of Bidder ……

Signature of Bidder ……

Note: All the rates shall be inclusive of all the applicable taxes and/or duties but excluding VAT in the country of Employer

Schedule No. 6 – Operation and Maintenance (if any)

Item	Description	Unit	Quantity	Unit Price		Total Price (NPR)
				In Figure (NPR)	In Words (NPR)	
1	2	3	4	5	6	7=4x5
TOTAL Column 7 to be carried forward to Schedule No. 7: Grand Summary						

Name of Bidder ……

Signature of Bidder ……

Note: All the rates shall be inclusive of all the applicable taxes and/or duties but excluding VAT in the country of Employer

Schedule No. 7: Grand Summary

Schedule No.	Title	Total Price (NPR)
1	**Provisional Sum**	
2	**General Component**	
3	**Design Services**	
4	**Construction Items**	
5	**Installation and Other Services**	
6	**Operation and Maintenance (if any)**	
7	**……**	
8	**……..**	
	Total	
	VAT	
	Grand Total Including VAT	

Name of Bidder ……

Signature of Bidder ……

Note: 1. All the rates shall be inclusive of all the applicable taxes and/or duties but excluding VAT in the country of Employer

2. The different schedules may be treated as sub titles under Major Heading Schedules of Rates and Prices until the EGP system is modified to accommodate the newly introduced system

3. The Employer may define weightage ranges for each schedule depending upon the nature of the Works

4. Bidder has to offer Discount in Letter of Price Bid, if any



Part III: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII: General Conditions of Contract

Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Federal Road Supervision and Monitoring office, Surkhet
Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project
B.P. Nagar, Doti

Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. Hanigad Khola Bridge, and 5. Sailigad Khola Bridge Along Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Section, Doti

Contract Identification No.: DKDRP/DB/33701132/083/84-01



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General Conditions of Contract	
Clause	**Details**
A. General	
1. Definitions	1.1 Boldface type is used to identify defined terms. a) **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. b) **Activity and Price Schedules** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a Design and Build contract. It includes price's for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. c) **Base Date** means the date 30 days prior to the latest date for submission of the Bid. d) **Compensation Events** are those defined in GCC 35.4 hereunder. e) **Completion Date** is the date of completion of the Works as certified by the Employer. f) "**Conditions of Contract**" or "**these conditions**" means these General Conditions as amended by the Special Conditions. g) **Contract** is the Contract between the Employer and the Contractor to design, execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below. h) **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer. i) **Contractor's Representative** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Clause 12. [Contractor's Representative], who acts on behalf of the Contractor. j) **Contractor's Personnel** means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. k) **Contractor's Documents** means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract; l) **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer. m) **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract. n) **Commencement Date** is given i**n the SCC**. It is the latest date when the Contractor shall commence design and execution of the Works. It does not necessarily coincide with any of the Site Possession Dates. o) "**Contractor's Proposal**" means the document entitled proposal, which the Contractor submitted with the Letter of Bids, as included in the Contract. Such document may include the Contractor's

	preliminary design. p) **Days** are calendar days; months are calendar-months. q) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant. r) **Defect** is any part of the Works not completed in accordance with the Contract. s) **Defects Liability Certificate** is the certificate issued by Employer upon correction of defects by the Contractor. t) **Defects Liability Period** is the period, as specified in the SCC, calculated from the Completion Date where the Contractor remains responsible for remedying defects. u) **Latent Defects Liability Period** is the period calculated from the Defects Liability Certificate where the Contractor remains responsible to correct any defect caused due to the design deficiency and quality of construction. v) **Design Checking Procedures** means the procedures set out in the Employer's Requirements for the checking of the Contractor's design for the Works. w) **Drawings** include calculations and other information provided or approved by the Employer for the execution of the Contract. x) **Employer** is the party who employs the Contractor to carry out the Works, as **specified in the SCC**. y) **Employer's Representative** means the person named by the Employer in the Contract or appointed from time to time by the Employer and notified to the Contractor under Clause 13. [The Employer's Representative], who shall carry out the duties assigned to him in the Contract. z) **Employer's Personnel** means the Employer's Representative, the assistants referred to in Clause 13.5 and all other staff, labour and other employees of the Employer's Representative, and any other personnel notified to the Contractor, by the Employer or the Employer's Representative, as Employer's Personnel aa) **Employer's Requirements** means the document entitled Employer's Requirements, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works. bb) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works. cc) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party. dd) **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance. ee) **Intended Completion Date** is the date on which it is intended that the

	Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order. ff) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid, including any annexed memoranda comprising agreements between and signed by both Parties, and denotes the formation of the contract at the date of acceptance. gg) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works. hh) **Party** means the Employer or the Contractor, as the context requires. ii) **Physical conditions** mean natural physical conditions and manmade and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions. jj) **SCC** means Special Conditions of Contract kk) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. ll) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 60.1 mm) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bids, as included in the Contract. Such document may include the Activity and Price Schedules, data, and lists. nn) **Site** means the places **specified in the SCC** where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site. oo) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. pp) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer. qq) **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the works in the Contract, which includes work on the Site. rr) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works. ss) **Tests on Completion** means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out before the Works are taken over by the Employer. tt) **Tests after Completion** means the tests (if any) which are specified in the Contract which are carried out after the Works are taken over by the Employer. uu) **Variation** is an instruction given by the Employer which varies the Works

	vv) **Works** are what the Contract requires the Contractor to design, construct, install, and turn over to the Employer, as **defined in the SCC**.
2. Interpretation	2.1 In the Contract, except where the context requires otherwise: (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
	2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3 The documents forming the Contract shall be interpreted in the following order of priority: (a) Contract Agreement, (b) Letter of Acceptance, (c) Letters of Technical Bid and Price Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Employer's Requirements, (g) Activity and Price Schedules, and (i) Contractor's Proposal and (j) Any other document **listed in the SCC** as forming part of the Contract.
3. Law and Language	3.1 The law governing the Contract is the law of Nepal.
	3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when 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 Employer's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the Employer's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
	3.3. The language for communications shall be that stated **in the SCC**. If no language is stated there, the language for communications shall be the language in which the Contract (or most of it) is written.
4. Contract Agreement	4.1 The Contract shall come into full force and effect on the date stated in the Contract Agreement.

	4.2 Without altering the basic nature or scope of work, the agreement could be revised upon mutual written consent as per prevailing Public Procurement Law.
	4.3 The Contractor shall design, execute and complete the Works in accordance with the Contract, and shall remedy any defects in the Works. When completed, the Works shall be fit for the purposes for which the Works are intended as defined in the Contract.
	4.4 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
	4.5 The Works shall include any work which is necessary to satisfy the Employer's Requirements, Contractor's Proposal and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.
	4.6 Throughout the design and execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work. Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Clause 3. [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.
	4.7 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works.
	4.8 The Contractor shall, whenever required by the Employer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer.
	4.9 If the Contractor encounters adverse physical conditions **as stated in SCC** which he considers to have been Unforeseeable, the Contractor shall give notice to the Employer as soon as practicable. This notice shall describe the physical conditions, so that they can be inspected by the Employer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Employer may give. If an instruction constitutes a Variation, Clause 53. [Variations] shall apply.
	4.10 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Clause 35. [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42. [Extension of Intended Completion Date], and

	(b) Payment for any such Cost, which shall be added to the contract price.
	4.11 After receiving such notice and inspecting and/or investigating these physical conditions, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in subparagraphs (a) and (b) above related to this extent.
	4.12 Subject to any mandatory requirements under the governing law of the Contract, termination of the Contract under any Clause of these Conditions shall require no action of whatsoever kind by either Party other than as stated in the Clause.
5. Use of Contractor's Documents	5.1 The Contractor shall retain the copyright and other intellectual Contractor's Documents property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall: (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor. (d) in the event of termination of the Contract, entitles the Employer to copy, use and communicate the Contractor's Documents and the other design documents made by or for the Contractor for the purpose of completing the Works and/or arranging for any other entities to do so.
	5.2 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor, shall not, without the Contractor's consent, be used, copied of communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Clause.
6. Contractor's Use of Employer's Documents	6.1 The Employer shall retain the copyright and other Employer's intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
7. Assignment	7.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and

	(b) may, as security in favor of a commercial bank or financial institution, assign the party's right to any moneys due, or to become due, under the Contract without the prior agreement of the other Party.
8. Care and Supply of Documents	8.1 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Employer's Representative six copies of each of the Contractor's Documents.
	8.2 The Contractor shall keep at all times, on the Site, a copy of: a) the Contract; b) the publications (if any) named in the Employer's Requirements; c) the Contractor's Documents (if any); d) the Drawings and e) Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
	8.3 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
9. Confidential Details	9.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.
	9.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
	9.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
10. Compliance with Laws	10.1 The Contractor shall, in performing the Contract, comply with applicable Laws of Nepal. Unless otherwise **stated in the SCC**: (a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Employer's Requirements as having been (or being) obtained by the Employer. The Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and (b) the Contractor shall give all notices, pay all taxes, duties and fees, and

	obtain all permits, licenses and/or approvals, as required by the Laws in relation to the design, execution and completion of the Works and the remedying of any defects. The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.
	10.2 The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor: (a) by obtaining copies of the Laws of Nepal which are relevant to the Contract but are not readily available, and (b) for the Contractor's applications for any permits, licenses or approvals required by the Laws of Nepal: (i) which the Contractor is required to obtain under Clause 10.1, (ii) for the delivery of Goods, including clearance through customs, and (iii) for the mobilization/de-mobilization of Contractor's Equipment on/from the Site.
11. Joint and Several Liability	11.1 If the Contractor is a joint venture of two or more entities, all such entities shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture. The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.
12. Contractor's Representative	12.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.
	12.2 Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Employer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
	12.3 The Contractor shall not, without the prior consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Clause 33. [Instructions, Inspection and Audits]. The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. The Contractor's Representative shall be based at the Site for the whole time that the Works are being executed at the Site. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Employer's prior consent, and the Employer shall be notified accordingly.
	12.4 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the

	delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
	12.5 The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Clause 3. [Law and Language].
13. The Employer's Representative	13.1 The Employer may appoint an Employer's Representative to act on his behalf under the Contract. In this event, he shall give notice to the Contractor of the name, address, duties and authority of the Employer's Representative.
	13.2 The Employer's Representative shall carry out the duties assigned to him, and shall exercise the authority delegated to him, by the Employer. Unless and until the Employer notifies the Contractor otherwise, the Employer's Representative shall be deemed to have the full authority of the Employer under the Contract, except in respect of Clause 79 [Termination by Employer] , to amend the Contract and to relieve either Party of any duties, obligations or responsibilities under the Contract.
	13.3 Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Employer or Employer Representative (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.
	13.4 If the Employer wishes to replace any person appointed as Employer's Representative, the Employer shall give the Contractor not less than 15 days' notice of the replacement's name, address, duties and authority, and of the date of appointment.
	13.5 The Employer or the Employer's Representative may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation, by giving a Notice to the Contractor of the name, assigned duties and delegated authority of the assistant. The assignment, delegation or revocation shall not take effect until this Notice has been received by the Contractor.
	13.6 Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Clause 3. [Law and Language].
14. Delegation	14.1 All these persons, including the Employer's Representative and assistants, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, Inspection, instruction, notice, proposal, request, test, or similar act by a delegated person, in accordance with the delegation, shall have the same effect as though the act had been an act of the Employer. However: (a) unless otherwise stated in the delegated person's communication relating to such act, it shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for

	errors, omissions, discrepancies and non-compliances; (b) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Employer to reject the work, Plant or Materials; and (c) if the Contractor questions any determination or instruction of a delegated person, the Contractor may refer the matter to the Employer, who shall promptly confirm, reverse or vary the determination or instruction.
15. Communications	15.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be: (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as **stated in the SCC**; and (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However: (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.
16. Subcontracting	16.1 The Contractor shall not subcontract the maximum % value of whole Works, **as stated in the SCC**. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. The Sub contractor shall meet the qualification requirement **as specified in SCC**. Unless otherwise **specified in the SCC**: (a) the Contractor shall not be required to obtain consent to suppliers of Materials, or to a subcontract for which the Subcontractor is named in the Contract, (b) the prior consent of the Employer shall be obtained to other proposed Subcontractors; and (c) the Contractor shall give the Employer not less than 30 days' notice of the intended date of commencement of each Subcontractor's work, and the commencement of such work on the Site.
	16.2 In the event of approved subcontracting the Contractor shall ensure that Subcontractors do not further sub-let their contract.
	16.3 The Contractor shall not terminate the engagement of a subcontractor without the prior written consent of the Employer.
	16.4 The Contractor shall keep a log showing the following information on the Sub Contractors, suppliers and transporters engaged in the contract works: • Name and Address • Copy of Sub Contracting Agreement

	• Works and value contract • Commencement and completion dates • Copy of payment certificates
	16.5 The contractor shall give prior notice to the Employer clearly specifying the nature, scope, and responsibilities of the work to be performed, to engage other subcontractors, material suppliers, equipment suppliers, service providers, or other persons or entities during the implementation of the contract.
	16.6 Before notifying the Employer as per GCC 16.5, the contractor shall enter into a written agreement with the subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities clearly specifying the scope of work, responsibilities, quality requirements, duration, payment terms, security, labor-related obligations, and conditions relating to performance of the work.
	16.7 Any subcontracting arrangement made in accordance with GCC 16.5 shall not relieve the Contractor of any of its obligations or liabilities under the Contract. 16.8 The contractor shall provide the Employer with details of the payments made to the subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities engaged under GCC 16.1 and/or GCC 16.5.
	16.9 If the contractor is found not to have made payment to the subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities engaged under GCC 16.1 and/or GCC 16.5 in accordance with the terms of the agreement, the Employer may determine the amount payable to such subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities and make payment to them from any remaining dues to be paid to the contractor, retention money, or forfeited performance security.
17. Other Contractors	17.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, **as stated in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
18. Personnel and Equipment	18.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Employer. The Employer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
	18.2 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who: (a) persists in any misconduct or lack of care,

	(b) carries out duties incompetently or negligently, (c) fails to conform with any provisions of the Contract, or (d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment. If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.
	18.3 The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.
	18.4 The Contractor shall submit, to the Employer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site.
	18.5 Details shall be submitted each calendar month, in a form approved by the Employer, until the Contractor has completed all work.
	18.6 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
	18.7 Each item of Plant and Materials shall, to the extent consistent with the Laws of Nepal, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: (a) when it is delivered to the Site; (b) when the Contractor is entitled to payment of the value of the Plant and Materials under Clause 44. [Delays Ordered by the Employer].
19.Indemnities	19.1 The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of: (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss; (i) arises out of or in the course of or by reason of the Contractor's design, execution and completion of the Works and the remedying of any defects, and (ii) is attributable to any negligence, willful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

	19.2 The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (a) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) the matters for which liability may be excluded from insurance cover, is (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and (iii) a cause listed under Employer's Risks, except to the extent that cover is available at commercially reasonable terms.
	19.3 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Clause 83.[Payment upon Termination] and Clause 19.1. This Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.
	19.4 The Contractor shall take full responsibility for the care of the items **listed in the SCC (if any)**, from the respective dates of use or occupation by the Contractor, up to the respective dates of hand-over or cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works). If any loss or damage happens to any of the above items while the Contractor is responsible for their care, arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer.
20. Intellectual and Industrial Property Rights	20.1 In this Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.
	20.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Clause.
	20.3 The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was: (a) an unavoidable result of the Contractor's compliance with the Employer's Requirements, or (b) a result of any Works being used by the Employer: (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

	20.4 The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the Contractor's design, manufacture, construction or execution of the Works, (ii) the use of Contractor's Equipment, or (iii) the proper use of the Works.
	20.5 If a Party is entitled to be indemnified under this Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
21. Employer's Risks	21.1 From the Commencement Date until the Defects Liability Certificate has been issued, the following are Employer's risks: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within Nepal, (c) riot, commotion or disorder within Nepal by persons other than the Contractor's Personnel, (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within Nepal, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, . (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, if any, and (h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions
	21.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
	21.3 If and to the extent that any of the risks listed in Clause 21.1 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Employer

	and shall rectify this loss or damage to the extent required by the Employer.
	21.4 If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date], and (b) payment of any such Cost, which shall be added to the Contract Price.
	21.5 After receiving this further notice, the Employer shall proceed in accordance with Sub Clause 32. [Determinations] to agree or determine these matters.
22. Contractor's Risks	22.1 From the Commencement Date until the Defects Liability Certificate has been issued; i) the Contractor shall bear all risks arising from design, drawings, geotechnical conditions, commercial matters, technical issues, and any other related causes, except for claims made by the Contractor during the scrutiny period (claim period) relating to unforeseen changes in the physical conditions of the site due to natural disasters. ii) the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Design, Works, Plant, Materials, and Equipment) and other contractor's obligations mentioned in the Contract, which are not Employer's risks are Contractor's risks.
	22.2 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Clause 21.1, the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.
	22.3 The Contractor shall bear the risk of any changes or increases in the cost of labour, materials, or equipment, except to the extent that the provisions for price adjustment, if stated in the Contract, are applicable.
23. Insurance	23.1 The Contractor shall be responsible for effecting and maintaining the insurance specified in the relevant Clause. Each insurance shall be affected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before they signed the Contract Agreement.
	23.2 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Commencement Date to the end of the Defects Liability Period, in the amounts and deductibles per occurrence of not more than the amount **stated in the SCC** for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials,

	and Equipment) in connection with the Contract; (d) Personal injury or death; and (e) Liability for breach of professional duty. Liability for breach of professional duty : To the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under the Contract, and consistent with the indemnities specified in Clause 19 [Indemnities]: (a) the Contractor shall effect and maintain professional indemnity insurance against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations in an amount not less than that **stated in the SCC** (if not stated, the amount agreed with the Employer); and (b) **if stated in the SCC**, such professional indemnity insurance shall also indemnify the Contractor against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations under the Contract that results in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under the Contract. The Contractor shall maintain this insurance for the period specified **in the SCC.**
	23.3 The Contractor shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit.
	23.4 The Contractor shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
	23.5 The Contractor shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except for Works and Contractor's Equipment) or to any person (except Contractor's Personnel), which may arise out of the Contractor's performance of the Contract and occurring before end of Defect Liability Period.
	23.6 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.
	23.7 Policies, certificates and evidence of premium payment for insurance shall be delivered by the Contractor to the Employer for the Employer's approval before the Commencement Date.
	23.8 If the Contractor does not provide any of the policies and certificates

	required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	23.9 The contractor shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause
	23.10 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with these obligations, liabilities or responsibilities. However, if the Contractor fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the Contractor
	23.11 Alterations to the terms of insurance shall not be made without the approval of the Employer.
	23.12 Both parties shall comply with any conditions of the insurance policies.
24. Site Data and Investigation Reports	24.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to **in the SCC,** if any, supplemented by any information available to the Contractor. The Contractor shall be responsible for verifying and interpreting all such data.
	24.2 The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid or Works. The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation): (a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects, (d) the Laws, procedures and labour practices of Nepal, and (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
25. Contractor to Construct the Works	25.1 The Contractor shall construct and install the Works in accordance with the Employer's Requirements.
	25.2 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Employer or Employer Representative. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the

	Works.
	25.3 The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.
26. Works to Be Completed within intended Completion Date	26.1 The Contractor may commence execution of the Works on the Commencement Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer, and complete them within the intended Completion Date
	26.2 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Employer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.
	26.3 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.
	26.4 Upon the issue of the Taking-Over Certificate for the Works, the Contractor shall clear away and remove all Contractors' Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.
27. Design by Contractor	27.1 The Contractor shall carry out, and be responsible for, the design of the Works and their related specification, drawings etc. Design shall be prepared by qualified designers who: a) are engineers or other professionals, qualified, experienced and competent in the disciplines of the design for which they are responsible; b) comply with the criteria (if any) stated in the Employer's Requirements; and c) are qualified and entitled under applicable Laws to design the Works. Unless otherwise stated in the Contract, the Contractor shall submit to the Employer for consent the name and particulars of each proposed designer and design Subcontractor. The contractor shall submit the design and drawings, along with the project specifications, to the employer within the period as specified in the **SCC** in order to commence the construction works. The employer shall, through a technical person, a group of technical experts, or third-party specialists, verify whether the submitted design, drawings and Specification conform to the project's scope and standards, incorporating any necessary corrections or addressing shortcomings by the contractor, if any. The employer shall notify the contractor within thirty days from the date of receipt of the design, drawings, and specifications regarding the commencement of construction

	works.
	27.2 The Contractor warrants that he, his designers and Design Consultant or Design Subcontractor have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Employer at all reasonable times, until the expiry date of the relevant Defects Liability Period.
	27.3 Upon receiving work order or Site Possession, the Contractor shall scrutinize the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in Clause 25.2. Within the period **stated in the SCC**, calculated from the Commencement Date, the Contractor shall give notice to the Employer of any error, fault or other defect found in the Employer's Requirements or these items of reference.
	27.4 After receiving this notice, the Employer shall determine whether Clause 53. [Variations] shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and the Employer's Requirements before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.
	27.5 The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in the Clause 78. [Operating and Maintenance Manuals]. Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in Clause 3. [Law and Language].
	27.6 The Contractor shall prepare all Contractor's Documents, and shall also prepare any other documents necessary to instruct the Contractor's Personnel. The Employer's Personnel shall have the right to inspect the preparation of all these documents, wherever they are being prepared.
	27.7 If the Employer's Requirements describe the Contractor's Documents which are to be submitted to the Employer after Design Approval; for review and/or for approval, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this Clause, (i) "**review period**" means the period required by the Employer for review and (if so specified) for approval, and (ii) "Contractor's Documents" exclude any documents which are not specified as being required to be submitted for review and/or for approval.
	27.8 Unless otherwise stated in the Employer's Requirements, each review period shall not exceed 30 days, calculated from the date on which the Employer receives a Contractor's Document and the Contractor's notice. This notice shall state that the Contractor's Document is considered ready, both for review (and approval, if so specified) in accordance with this Clause and for use. The notice shall also state that the Contractor's Document complies with the Contract, or the extent to which it does not comply.
	27.9 The Employer may, within the review period, give notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with

	the Contract. If a Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed (and, if specified, approved) in accordance with this Clause, at the Contractor's cost.
	27.10 For each part of the Works, and except to the extent that the prior approval or consent of the Employer shall have been obtained: (a) in the case of a Contractor's Document which has (as specified) been submitted for the Employer 's approval: (i) the Employer shall give notice to the Contractor that the Contractor's Document is approved, with or without comments, or that it fails (to the extent stated) to comply with the Contract; (ii) execution of such part of the Works shall not commence until the Employer has approved the Contractor's Document; and (iii) the Employer shall be deemed to have approved the Contractor's Document upon the expiry of the review periods for all the Contractor's Documents which are relevant to the design and execution of such part, unless the Employer has previously notified otherwise in accordance with sub-paragraph (i); (b) execution of such part of the Works shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution; (c) execution of such part of the Works shall be in accordance with these reviewed (and, if specified, approved) Contractor's Documents; and (d) if the Contractor wishes to modify any design or document which has previously been submitted for review (and, if specified, approval), the Contractor shall immediately give notice to the Employer. Thereafter, the Contractor shall submit revised documents to the Employer in accordance with the above procedure.
	27.11 If the Employer instructs that further Contractor's Documents are required, the Contractor shall prepare them promptly.
	27.12 No examination or lack of examination of whatsoever nature by the Employer, or Employer's Representatives or Employer Personnel of the Contractor's drawings, documents, calculations or details relating to the execution of the Works or otherwise nor any certification, comment, rejection or approval expressed by such persons in regard thereto, either with or without modification, shall in any respect relieve or absolve the Contractor from any obligations or liability under or in connection with the Contract.
	27.13 The Contractor shall, unless it is otherwise provided in the Contract, have in respect of any errors, omissions, ambiguities, inconsistencies, inadequacies, other defects or insufficiency in the design of the Works (including any further design which the Contractor has to carry out as a result of a Variation) the like liability to the Employer, whether under statute or otherwise, as would an appropriate professional designer holding himself out as competent to take on the design of the Works, provided always that: (a) where the Employer has relied upon the Contractor to select Plant and materials required by the design to be

	incorporated in the Works the Contractor shall ensure that all such Plant and materials are reasonably fit for the purpose intended by the Contract. (b) subject to Clause (a) above in no circumstances shall the Contractor be obliged to ensure that the design is fit for the purpose intended by the Contract. If for any reason, the Contractor shall wish to change his design of the Works after the design has been checked, he shall comply in all respects with the Design Checking Procedures.
	27.14 In preparing the design and complying with his obligations under Clause 27.15, the Contractor shall, where prescribed in the Employer's Requirements, comply in all respects with the Design Checking Procedures.
	27.15 If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, they and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.
	27.16 The design, the Contractor's Documents, the execution and the completed Works shall comply with Nepal's technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by the applicable Laws.
	27.17 All these Laws shall, in respect of the Works and each Section, be those prevailing when the Works are taken over by the Employer under Clause 76. [Taking Over of the Works]. References in the Contract to published standards shall be understood to be references to the edition applicable on the Base Date, unless stated otherwise.
	27.18 If changed or new applicable standards come into force in Nepal after the Base Date, the Contractor shall give notice to the Employer and (if appropriate) submit proposals for compliance. In the event that: (a) the Employer determines that compliance is required, and (b) the proposals for compliance constitute a variation, then the Employer shall initiate a Variation in accordance with Clause 53 [Variations].
	27.19 The Contractor shall carry out the training of Employer's Personnel in the operation and maintenance of the Works to the extent specified in the Employer's Requirements. If the Contract specifies training which is to be carried out before taking-over, the Works shall not be considered to be completed for the purposes of taking-over under Clause 76. [Taking Over of the Works] until this training has been completed.
28. Safety, Security and Protection of the Environment	28.1 The Contractor shall: (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on the Site, (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 76. [Taking Over of the Works], and

	(e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
	28.2 The Contractor shall not interfere unnecessarily or improperly with: (a) the convenience of the public, or (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.
	28.3 The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.
	28.4 Unless otherwise stated in the contract: (a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and (b) authorized persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by (or on behalf of) the Employer, as authorized personnel of the Employer's other contractors on the Site.
	28.5 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion. Any spoil or material removed from drains shall be disposed of to designated stable tipping areas as directed by the Employer.
	28.6 The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by applicable Laws.
	28.7 The Employer shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Employer consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife.
	28.8 The Contractor shall provide on the Site such lifesaving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.
	28.9 The Contractor shall comply with the Employer's Occupational Health and Safety (OHS) Policy, Guideline and/or Operating Manual, if any, **as specified in the SCC.**
29. Discoveries	29.1 Anything of historical or fossils, coins, articles of value or antiquity, and structures or other interest or of significant value unexpectedly discovered on the Site, shall be the property of the employer. The Contractor shall notify the Employer of such discoveries and carry out the

	Employer's instructions for dealing with them.
	29.2 The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.
	29.3 If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date], and (b) payment of any such Cost, which shall be added to the Contract Price.
	29.4 After receiving this further notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.
30. Possession of the Site and it's Access	30.1 The Employer shall give the Contractor right of access to, and possession of, all the Site parts of the Site within the time (or times) **stated in the SCC.** The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Employer's Requirements. However, the Employer may withhold any such right or possession until the Performance Security has been received. If no such time is stated in the SCC, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as may be required to enable the Contractor to proceed in accordance with the Program submitted under Clause 41 [Program and Progress].
	30.2 Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the operation and performance of the Works, except as may be inconsistent with the Employer's reasonable security restrictions.
	30.3 If right of access to, and possession of a part is not given by the date **stated in the SCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time and Cost.
	30.4 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
31. Access Route and Transport of Goods	31.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes

	31.2 Except as otherwise stated in these Conditions: (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route, (d) the Employer does not guarantee the suitability or availability of particular access routes, and (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
	31.3 Unless otherwise **stated in the SCC**: (a) the Contractor shall give the Employer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site; (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.
32. Determinations	32.1 When carrying out his/her duties under this Clause, the Employer's Representative shall not be deemed to act for the Employer. Whenever these Conditions provide that the Employer shall proceed in accordance with this Clause 32. [Determination] to agree or determine any matter, the Employer's Representative shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Employer's Representative shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.
	32.2 The Employer's Representative shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination, any Party gives notice, to the other Party, of his dissatisfaction with a determination within 15 days of receiving it. After then, parties shall proceed as per Clause 36. [Dispute Settlement] or Clause 37. [Dispute Settlement by Arbitration].
33. Instructions, Inspections and Audits	33.1 The Employer may issue to the Contractor instructions which may be necessary for the Contractor to perform his obligations under the Contract. The Contractor shall carry out all instructions of the Employer, or from the Employer's Representative or an assistant to whom the appropriate authority has been delegated which comply with the applicable laws where the Site is located.
	33.2 Each instruction shall be given in writing and shall state the obligations to which relates and the Clause (or other term of the Contract) in which the

	obligations are specified. If any such instruction constitutes a Variation, Clause 53 [Variations] shall apply.
	33.3 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and consultant [if any] to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
	33.4 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Clause 84.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under this Clause constitute an obstructive practice subject to contract termination.
34. Employer's Claims	34.1 If the Employer considers himself to be entitled to reduction in the Contract Price and/or to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, he shall give notice and particulars to the Contractor.
	34.2 The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of such period.
	34.3 The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Employer's Representative shall then proceed in accordance with Clause 32. [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Liability Period in accordance with Clause 49.2.
	34.4 The Employer may deduct this amount from any moneys due, or to become due, to the Contractor. The Employer shall only be entitled to set off against or make any deduction from an amount due to the Contractor, or to otherwise claim against the Contractor, in accordance with this Clause or with sub-paragraph (a) and/or (b) of Clause 55.5.
35.Contractor's Claims	35.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Employer of such Compensation Events or cause of additional payments, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 21 days after the Contractor became aware, or should have become aware, of the event or circumstance.
	35.2 If the Contractor fails to give notice of a claim within such period of 21 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be

	discharged from all liability in connection with the claim.
	35.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
	35.4 The following shall be Compensation Events: (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 30.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (d) The Employer unreasonably does not approve a subcontract to be let. (e) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (f) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (g) The advance payment is delayed. (h) The effects on the Contractor of any of the Employer's Risks. (i) The Employer unreasonably delays issuing a Taking Over Certificate.
	35.5 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Employer.
	35.6 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Employer. Without admitting liability, the Employer may, after receiving any notice under this Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Employer to inspect all these records, and shall (if instructed) submit copies to the Employer.
	35.7 Within 21 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Employer, the Contractor shall send to the Employer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect: (a) this fully detailed claim shall be considered as interim; (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Employer may reasonably require; and (c) the Contractor shall send a final claim within 30 days after the

	end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Employer.
	35.8 Within 21 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Employer and approved by the Contractor, the Employer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.
	35.9 Each interim payment shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
	35.10 The Employer's Representative shall proceed in accordance with Clause 32. [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Clause 42 [Extension of Intended Completion Date], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
	35.11 The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Contractor fails to comply with this or another Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded the Clause 35.2.
36. Dispute Settlement	36.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	36.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.
37. Dispute Settlement by Arbitration	37.1 Unless settled amicably, any dispute shall be finally settled by arbitration. In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepal at the place within the territory of Nepal **given in the SCC.**
B. Staff and Labor	
38. Staff, Labour and theirs facilities	38.1 The Contractor shall and make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport
	38.2 The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or

	industry where the work is carried out.
	38.3 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor–contracting arrangements.
	38.4 The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.
	38.5 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
	38.6 The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.
	38.7 The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.
	38.8 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
	38.9 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
	38.10 The Contractor shall send, to the Employer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Employer may reasonably require.
	38.11 Except as otherwise stated in the Employer's Requirements, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Employer's Requirements.
	38.12 Key Personnel: If no Key Personnel are specified in the Employer's Requirements this Clause shall not apply. The Contractor shall appoint the natural persons named in the Bid to the positions of Key Personnel. If not so named, or if an appointed person fails to act in the relevant position of Key Personnel, the Contractor

	shall submit to the Employer for consent the name and particulars of another person the Contractor proposes to appoint to such position. If consent is withheld or subsequently revoked, the Contractor shall similarly submit the name and particulars of a suitable replacement for such position. If the Employer does not respond within 15 days after receiving any such submission, by giving a Notice stating an objection to the appointment of such person (or replacement) with reasons, the Employer shall be deemed to have given the Employer's consent. The Contractor shall not, without the Employer's prior consent, revoke the appointment of any of the Key Personnel or appoint a replacement (unless the person is unable to act as a result of death, illness, disability or resignation, in which case the appointment shall be deemed to have been revoked with immediate effect and the appointment of a replacement shall be treated as a temporary appointment until the Employer gives his/her consent to this replacement, or another replacement is appointed, under this Clause). All Key Personnel shall be based at the Site (or, where Works are being executed off the Site, at the location of the Works) for the whole time that the Works are being executed. If any of the Key Personnel is to be temporarily absent during execution of the Works, a suitable replacement shall be temporarily appointed, subject to the Employer's prior consent. All Key Personnel shall be fluent in the language for communications defined in Clause 3. [Law and Language].
39. Child Labor	39.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
40. Non-discrimination and Equal Opportunity	40.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
C. Time Control	
41. Program and	41.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Employer for approval a

Progress	Program showing the general methods, arrangements, order, and timing for all the activities consistent with those in the Activity Schedule.
	41.2 Unless otherwise stated in the Contract, each program shall include: (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design, Contractor's Documents, manufacture, inspection, delivery to Site, construction, erection, testing, commissioning and trial operation, (b) the periods for reviews for Contractor's Documents, (c) the sequence and timing of inspections and tests specified in the Contract, and (d) a supporting report which includes: (i) a general description of the methods which the Contractor intends to adopt for the execution of each major stage of the Works, and (ii) the approximate number of each class of Contractor's Personnel and of each type of Contractor's Equipment for each major stage.
	41.3 Whenever the previous program is inconsistent with actual progress or with the Contractor's obligations, an update of the Program shall be done by the Contractor showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	41.4 The Contractor shall submit an updated Activity Schedule within 15 days of being instructed to by the Employer's Representative, for Approval.
	41.5 The Employer approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program shall show the effect of Variations and Compensation Events.
	41.6 The contractor shall have to keep daily log of the construction activities in a format approved by the Employer. The daily log shall not constitute nor take the place of any notice required to be given by Contractor to Employer pursuant to the Contract Documents. The daily log shall document all activities at the Project site including, but not limited to, the following: (i.) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work; (ii.) Soil conditions which adversely affect the Work; (iii.) The hours of operation by Contractor and subcontractor's personnel; (iv.) The number of Contractor and subcontractor's personnel present and working at the Project site, by subcontract and trade; (v.) All equipment presents at the Project site, description of equipment uses and designation of time equipment was used

	(specifically indicating any down time); (vi.) Description of Work being performed at the Project site; (vii.) Any unusual or special occurrences at the Project site; (viii.) Materials received at the Project site; and (ix.) A list of all visitors to the Project site.
	41.7 Unless otherwise **stated in the SCC**, monthly progress reports shall be prepared by the Contractor and submitted to the Employer in six copies **or as stated in the SCC**. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include: (a) charts and detailed descriptions of progress, including each stage of design, Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection, testing, commissioning and trial operation; (b) photographs showing the status of manufacture and of progress on the Site; (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: (i) commencement of manufacture, (ii) Contractor's inspections, (iii) tests, and (iv) shipment and arrival at the Site; (d) the details described in Clause 18.4,18.5; (e) copies of quality assurance documents, test results and certificates of Materials; (f) list of Variations, notices given under Clause 34. [Employer's Claims] and notices given under Clause 35. [Contractor's Claims] ; (g) safety statistics, including details of any hazardous' incidents and activities relating to environmental aspects and public relations; and (h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
42. Extension of the Intended Completion Date	42.1 The Contractor shall be entitled subject to Clause 35. [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 76. [Taking Over of the Works] is or will be delayed by any of the following causes: (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Clause 53. [Variations]),

	(b) a cause of delay giving an entitlement to extension of time under a Clause of these Conditions, (c) exceptionally adverse climatic conditions, which for the purpose of these Conditions shall mean adverse climatic conditions at the Site which are Unforeseeable having regard to climatic data made available by the Employer under Clause 41 [Program and Progress] and/or climatic data published in the Country for the geographical location of the Site; (d) Unforeseeable shortages in the availability of personnel or Goods (or Employer-Supplied Materials, if any) caused by epidemic or governmental actions; or (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.
	42.2 If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Employer in accordance with Clause 35 [Contractor's Claims]. When determining each extension of time under Clause 35, the Employer shall review previous determinations and may increase, but shall not decrease, the total extension of time.
	42.3 If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
	42.4 The contractor shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity, within fifteen (15) days of receiving the Letter of Extension of Intended Completion Date from the Employer.
	42.5 If the contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity within the prescribed time as per ITB 42.4, the Contractor shall pay a fine at the rate of 0.01% of the final contract price (without VAT but including PS) per day for a maximum of fifteen (15) days. The Employer may deduct the fine from payments due to the Contractor.
43. Acceleration	43.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Employer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
	43.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
44. Delays Ordered by the Employer	44.1 The Employer may instruct the Contractor to delay or to suspend progress of part or all of the Works. During such delay or suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
	44.2 The Employer may also notify the cause for the delay or suspension. If and to the extent that the cause is notified and is the responsibility of the

	Contractor, the following Clauses 44.3, 44.4 and 44.5 shall not apply.
	44.3 If the Contractor suffers delay and/or incurs Cost from complying with the Employer's instructions under Clause 44.2 and/or from resuming the work, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date], and (b) Payment of any such Cost, which shall be added to the Contract Price. After receiving this notice, the Employer's Representative shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Clause 44.2.
	44.4 The Contractor shall not be entitled to Extension of Time, or to payment of the Cost incurred, in making good: (a) the consequences of the Contractor's faulty or defective design, workmanship, Plant or Materials; and/or (b) any deterioration, loss or damage caused by the Contractor's failure to protect, store or secure in accordance with Sub-Clause 44.1.
	44.5 The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if: (a) the work on Plant or delivery of Plant and/or Materials, has been suspended for more than 30 days, and (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Employer's instructions.
	44.6 If the suspension under Clause 44.2 has continued for more than 90 days, the Contractor may request the Employer's permission to proceed. If the Employer does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Employer, treat the suspension as an omission under Clause 53 [Variations] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Clause 81. [Termination by Contractor].
	44.7 After the permission or instruction to proceed is given, the Parties shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.
45. Management Meetings	45.1 Either the Employer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in

	accordance with the early warning procedure.
	45.2 The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
	45.3 The frequency of such meetings shall be as **specified in the SCC.**
46. Early Warning	46.1 The Contractor shall warn the Employer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Employer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible
	46.2 The Contractor shall cooperate with the Employer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer.
D. Quality Control	
47. Quality Assurance	47.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Employer shall be entitled to audit any aspect of the system.
	47.2 Details of all procedures and compliance documents shall be submitted to the Employer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Employer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.
	47.3 Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
	47.4 The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: (a) in the manner (if any) specified in the Contract, (b) in a proper workmanlike and careful manner, in accordance with recognized good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
	47.5 The Contractor shall submit samples to the Employer, for review in accordance with the procedures for Contractor's Documents, as specified in the Contract and at the Contractor's cost. Each sample shall be labelled as to origin and intended use in the Works.
	47.6 The Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which

	natural Materials are being obtained, and (b) during production, manufacture and construction (at the Site and, to the extent specified in the Contract, elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.
	47.7 The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.
	47.8 The Contractor shall give notice to the Employer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport.
	47.9 The Employer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Employer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Employer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.
48. Tests	48.1 This Clause shall apply to all tests specified in the Contract, other than the Tests after Completion.
	48.2 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.
	48.3 If the Employer instructs the Contractor to carry out a test not specified in the Employer's Requirements to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
	48.4 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.
	48.5 The Contractor shall agree, with the Employer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.
	48.6 The Employer shall give the Contractor not less than 24 hours' notice of the Employer's intention to attend the tests. If the Employer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Employer, and the tests shall then be deemed to have been made in the Employer's presence.
	48.7 If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be

	delayed, under Clause 42 [Extension of Intended Completion Date], and (b) additional payment (if any) to which the Contractor is entitled under the Contract. After receiving this notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.
	48.8 The Contractor shall promptly forward to the Employer duly certified reports of the tests. When the specified tests have been passed, the Employer shall, endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Employer has not attended the tests, he shall be deemed to have accepted the readings as accurate.
49. Correction of Defects	49.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at_issuance of taking over certificate pursuant to GCC clause 76, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Employer may reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
	49.2 In order that the Works and Contractor's Documents shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the Defects Liability Period or as soon as practicable thereafter, the Contractor shall: (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Employer, and (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Liability Period for the Works
	49.3 All work referred to in Sub-Clause 49.2 (b) shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to: (a) the design of the Works, other than a part of the design for which the Employer is responsible (if any), (b) Plant, Materials or workmanship not being in accordance with the Contract, (c) improper operation or maintenance which was attributable to matters for which the Contractor is responsible, or (d) failure by the Contractor to comply with any other obligation.
	49.4 If the Employer requires this Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Clause 34. [Employer's Claims] pay these costs to the Employer.

	49.5 Notwithstanding any previous test or certification, the Employer may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
	49.6 If the Contractor fails to comply with any such instruction, which complies with Clause 33. [Instructions, Inspection and Audits], the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Clause 34. [Employer's Claims] pay to the Employer all costs arising from this failure.
	49.7 The Employer shall be entitled subject to Clause 34 [Employer's Claims] to an extension of the Defects Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years. If delivery and/or erection of Plant and/or Materials was suspended under Clause 44.2 or Clause 80. [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Liability Period for the Plant and/or Materials would otherwise have expired.
	49.8 If the work of remedying of any defect or damage may affect the performance of the Works, the Employer may require the repetition of any of the tests described in the Contract, including Tests on Completion and/or Tests after Completion [if applicable]. The requirement shall be made by notice within 30 days after the defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests.
	49.9 The Contractor shall, if required by the Employer, search for the cause of any defect, under the direction of the Employer. Unless the defect is to be remedied at the cost of the Contractor, additional payment (if any) to which the Contractor is entitled under the Contract shall be agreed or determined in accordance with Clause 32. [Determinations] and shall be added to the Contract Price.
50. Uncorrected Defects	50.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer shall assess the cost of having the Defect corrected, and remedial work shall have to be executed at the risk

	and cost of the Contractor. The Employer may (at his option): (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, and the Contractor shall subject to Clause 34. [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage; (b) agree or determine a reasonable reduction in the Contract Price in accordance with Clause 32. [Determinations]; or (c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.
	50.2 If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.
E. Cost Control	
51. Contract Price	51.1 The Contractor shall be deemed to have satisfied himself as to the Correctness and Sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper design, execution and completion of the Works and the remedying of any defects.
	51.2 The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works.
	51.3 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Employer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Employer shall have instructed. For each Provisional Sum, the Employer may instruct: (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Clause 53. [Variations]; and/or (b) Plant, Materials or services to be purchased by the Contractor, for which there shall be added to the Contract Price less the original Provisional Sums: (i) the actual amounts paid (or due to be paid) by the Contractor, and

	(ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the Contract.
	51.4 The Contractor shall, when required by the Employer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.
	51.5 The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
	51.6 Unless otherwise **stated in the SCC**: (a) payment for the Works shall be made as per progress of priced activity schedule, subject to adjustments in accordance with the Contract; and (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs, except as stated in Sub-Clause 53.4.
52. Changes in the Contract Price	52.1 The Activity Schedule in the contract document shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
53. Variations	53.1 Variations may be initiated by the Employer at any time prior to issuing the Taking-Over Certificate for the Works, under the following circumstances: (a) where there is an unforeseen change in the physical conditions of the project site resulting from natural disasters; or (b) where the Employer instructs any addition to, or modification of, the Works. A Variation shall not comprise the omission of any work which is to be carried out by others. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Employer to the Contractor, who shall acknowledge receipt.
	53.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Employer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, (ii) it will reduce the safety or suitability of the Works, or (iii) it will have an adverse impact on the achievement of the Performance Guarantees. Upon receiving this notice, the Employer shall cancel, confirm or vary the instruction.
	53.3 The Contractor may, at any time, submit to the Employer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer. The proposal shall be

	prepared at the cost of the Contractor. The Employer shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.
	53.4 Upon instructing or approving a Variation, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine adjustments to the Contract Price and the Schedule of Payments. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under Clause 53.3, if applicable.
	53.5 Adjustments for Changes in Legislation: The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Nepal (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract. If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date], and (b) payment of any such Cost, which shall be added to the Contract Price. After receiving this notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters. Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time.
54. Cash Flow Forecasts	54.1 When the Program is updated, the Contractor shall provide the Employer with an updated cash flow forecast.
55. Interim Payment Certificate	55.1 The Contractor shall submit a Statement in two copies to the Employer's Representative after the end of the period of payment **stated in the SCC** (if not stated, after the end of each month), in a form approved by the Employer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress in accordance with Clause 41. [Program and Progress].
	55.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed: (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (f) below); (b) any amounts to be added and deducted for changes in legislation, in accordance with the Clause 53.5 and for changes in Cost under Sub-

	Clause 59. [Price Adjustments]; (c) any amount to be deducted for retention, calculated by applying the percentage of retention as per the Clause 60. [Retention] to the total of the above amounts, (d) any amounts to be added and deducted for the advance payment and repayments in accordance with Clause 63. [Advance Payment]; (e) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 36. [Dispute Settlement], 37. [Dispute Settlement by Arbitration]; and (f) the deduction of amounts included in previous Statements.
	55.3 The estimated contract value of the Works executed shall comprise the value of completed activities in the Activity Schedule and/or as methodology **stated in the SCC**.
	55.4 Schedule of Payments: If the Contract includes a Schedule of Payments specifying the installments in which the Contract Price will be paid, then unless otherwise stated in this Schedule: (a) the installments quoted in the Schedule of Payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Clause 55.2, and (b) if these installments are not defined by reference to the actual progress achieved in executing the Works. If the Contract does not include a Schedule of Payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.
	55.5 The Employer's Representative shall, within 30 days after receiving a statement and supporting documents, issue to the Employer an Interim Payment Certificate which shall state the amount which the Employer's Representative fairly determines to be due, with supporting particulars. An Interim Payments Certificate shall not be withheld, except that: (a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Employer, the value of this work or obligation may be withheld until the work or obligation has been performed.
	55.6 The Employer may, by any payment, make any correction or modification that should properly be made to any amount previously considered due. Payment shall not be deemed to indicate the Employer's acceptance, approval, consent or satisfaction.
56. Payments	56.1 The Employer shall pay the Contractor the amounts certified by the Employer's Representative within 30 days of the date of each payment certificate.

	56.2 If the Employer makes a late payment, the Contractor shall be paid interest as **indicated in the SCC** on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made. The Contractor shall be entitled to this payment without formal notice, and without prejudice to any other right or remedy.
	56.3 Activities of the Works which are unpriced in the Activity Schedule, shall not be paid for by the Employer and shall be deemed covered by other activities prices in the Contract.
57. Tax	57.1 The Employer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 59.
58. Currency	58.1 The currency of Contracts shall be Nepalese Rupees.
59. Price Adjustment	59.1 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, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.
	59.2 Adjustment Formulae[9]: The formulae will be of the following general type: $$pn = A + b\frac{Ln}{Lo} + c\frac{Mn}{Mo} + d\frac{En}{Eo} + etc.$$ Where: *pn* is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Clause 55; *A* is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments;[10]b, c, d, etc., coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, **as specified in the SCC;** *Ln, Mn, En,* etc., are the current cost indices or reference prices of the cost elements for month "n," determined pursuant to Sub-Clause 59.4, applicable to each cost element; and

[9] For complex Works involving several types of construction work with different inputs, a family of Formulae will be necessary. The various items of Day work may also require different formulae, depending on the nature and source of the inputs

[10] Insert a figure for factor A only where there is a part of the Contractors' expenditures which will not be subject to fluctuation in cost or to compensate for the unreliability of some indices. A should normally be 0.15. The sum of A, b, c, d, etc., should be one.

	Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 59.4.
	59.3 Sources of Indices and Weightings: The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Employer and **stated in SCC**. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Employer.
	59.4 Base, Current and Provisional Indices: The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Employer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.
	59.5 Weightings: The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Employer, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 53 or for any other reason.
	59.6 Where, price adjustment provision is not applicable pursuant to Sub-clause 59.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas: For unexpected increase in price $P = [R1 - (R0 \times 1.10)] \times Q$ For unexpected decrease in price P $= [R1 - (R0 \times 0.90)] \times Q$ Where: "P" is price adjustment amount "R1" is the present price of the construction material (Source of indices shall be those listed in the Bidding forms) "R0" is the base price of the construction material "Q" is quantity of the construction material consumed in construction during the period of price adjustment consideration If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms-Table of Price Adjustment Data then

	the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Employer and shall be **as stated in SCC.**
	59.7 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount **as specified in the SCC**.
	59.8 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor.
60. Retention	60.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until the expiry of the Defect Liability Period.
	60.2 Upon the issue of a Defects Liability Certificate by the Employer, in accordance with **GCC 77,** half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.
	60.3 The Contractor may substitute retention money with an unconditional bank guarantee issued from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal if: (a) at least eighty (80) percent of the whole works have been completed, (b) progress of the works is satisfactory in accordance with the Contract as per approved work schedule, and (c) it can be assured that the works can be completed at the intended completion date.
	60.4 Notwithstanding anything stated in GCC 60.2 and GCC 60.3, if the Contractor submits a request for the release of retention money held pursuant to GCC 60.1 after completion of at least sixty percent (60%) of the total works, up to sixty percent (60%) of the retention amount deducted at the time of interim payments may be released to the Contractor. Prior to such release, the Contractor shall be required to submit an unconditional bank guarantee equivalent to one hundred ten percent (110%) of the amount to be released, issued by a Commercial Bank or Financial Institution authorized to issue such guarantees in accordance with the prevailing laws of Nepal.
	60.5 If retention money is substituted by bank guarantee in accordance with GCC 60.3 and or GCC 60.4, the bank guarantee shall be submitted either using the Retention Money Security Form included in Section X (Contract Forms) or in another Form acceptable to the employer. The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of intended Defect Liability Period.
	60.6 If the Contractor fails to rectify the defects or carry out the required maintenance within the defect liability period or maintenance period, the Public Entity shall have the right to use the retention money, held pursuant to GCC 60.1 or the amount under the bank guarantee pursuant to GCC 60.3 and or GCC 60.4, to rectify such defects or perform the necessary maintenance.

61. Liquidated Damages	61.1 If the Contractor fails to complete the works on or before the last date of intended completion date (initial or extended contract period where the time extension has been granted to the Contractor by the Employer period), the Contractor shall subject to Clause 34. [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum **stated in the SCC**, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate.
	61.2 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 Contractor.
	61.3 These liquidated delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Clause 79. [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or, from any other duties, obligations or responsibilities which he may have under the Contract.
62. Bonus	62.1 Bonus shall be paid to the Contractor only if **stated in the SCC**. If applicable in the contract, the Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Employer shall certify that the Works are complete, although they may not be due to be complete.
	62.2 The total amount of Bonus shall not exceed the amount **defined in the SCC**.
63. Advance Payment	63.1 Unless otherwise **stated in SCC,** the Employer shall make advance payment to the Contractor of the amounts stated in the SCC in a separate bank account maintained for the contract in two equal installments by the date **stated in the SCC**, against provision by the Contractor of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in a form acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment. The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of intended completion date. The contractor shall submit the list of activities for which the Advance Payment is to be used along with their time schedules.
	63.2 The Contractor is to use the advance payment only to pay for the purpose of Design, construction site preparation, establishment of temporary camp facilities, construction of workers' housing; mobilization of labors, materials and equipment etc. required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of

	invoices or other documents to the Employer.
	63.3 The advance payment shall be repaid by deducting proportionate amounts, **as stated in SCC**, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
	63.4 If the advance provided under GCC 63.1 is not settled due to non-performance of the Works under the contract by the Contractor within the time period specified in the Contract, the Employer shall recover the advance by enforcing the bank guarantee as provided under GCC 63.1, and shall also recover interest on the advance amount from the Contractor at a rate **stated in SCC**.
64. Securities	64.1 The Performance Security, including any additional security required as per ITB 36.5, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified **in the SCC**, by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days beyond the end of the intended Defect Liability Period. Any additional performance security required as per ITB 36.5 shall be valid until a date 30 days beyond the end of the intended completion date.
	64.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.
	64.3 The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of: (a) failure by the Contractor to extend the validity of the Performance Security as described in Sub-Clause 64.1, in which event the Employer may claim the full amount of the Performance Security, (b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Clause 34. [Employer's Claims] or Clause 36. [Dispute Settlement] or Clause 37. [Dispute Settlement by Arbitration] , within 42 days after this agreement or determination, (c) failure by the Contractor to remedy a default within 42 days after receiving the Employer's notice requiring the default to be remedied, or (d) circumstances which entitle the Employer to termination under Clause 79. [Termination by Employer], irrespective of whether notice of termination has been given. Clause 34 [Employer's Claim] shall not apply to claims made under the Performance Security for amounts to which the Employer is entitled under the Contract as set out in sub-paragraphs (a) to (d) above. If the Employer's representative gives notice with supporting particulars

	to the Contractor that the amount of the Accepted Contract Amount has increased or decreased by more than 15%, the Contractor shall, at the Employer's representative's request promptly increase, or may decrease, as the case may be, the value of the Performance Security by an equal percentage.
	64.4 The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.
	64.5 The Employer shall return the Performance Security (other than additional performance securities) to the Contractor within 21 days after the Contractor has become entitled to receive the Performance Certificate.
65. Day works	65.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Employer has given written instructions in advance for additional work to be paid for in that way.
	65.2 For work of a minor or incidental nature, the Employer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the daywork schedule included in the Contract, and the following procedure shall apply. If a daywork schedule is not included in the Contract, this Clause shall not apply.
	65.3 Before ordering Goods for the work, the Contractor shall submit quotations to the Employer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.
	65.4 Except for any items for which the daywork schedule specifies that payment is not due, the Contractor shall deliver each day to the Employer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work: (a) the names, occupations and time of Contractor's Personnel, (b) the identification, type and time of Contractor's Equipment and Temporary Works, and (c) the quantities and types of Plant and Materials used.
	65.5 One copy of each statement will, if correct, or when agreed, be signed by the Employer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Employer, prior to their inclusion in the next Statement under Clause 55. [Interim Payment Certificates].
66. Cost of Repairs	66.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Commencement Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
F. Force Majeure	

67. Definition of Force Majeure	67.1 In this Clause, "Force Majeure" means an exceptional event or circumstance, (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome; and (d) which is not substantially attributable to the other Party.
	67.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel; (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
68. Notice of Force Majeure	68.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
	68.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
	68.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
69. Duty to Minimize Delay	69.1 Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
	69.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
70. Consequences of Force Majeure	70.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC 68, and suffers delay and/or incurs Cost by reason of such

	Force Majeure, the Contractor shall be entitled subject to GCC 37 to (a) an extension of time for any such delay, if completion is or will be delayed, under GCC42; and (b) if the event or circumstance is of the kind described in sub-paragraphs (a) to (e) of GCC 67.2 and, in the case of subparagraphs (b) to (e), occurs in Nepal, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC 23.
	70.2 After receiving this notice, the Employer's Representative shall proceed in accordance with GCC 32. [Determinations] to agree or determine these matters.
71. Force Majeure Affecting Subcontractor	71.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.
72. Optional Termination, Payment and Release	72.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 90 days by reason of Force Majeure of which notice has been given under GCC 68, or for multiple periods which total more than 150 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC 79.9.
	72.2 Upon such termination, the Employer shall determine the value of the work done and issue a Payment Certificate, which shall include (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works; (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.
73. Release from Performance	73.1 Notwithstanding any other provision related to Force Majeure, if any event or circumstance outside the control of the Parties (including, but

	not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance, (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC 72 if the Contract had been terminated under GCC 72.
G. Finishing the Contract	
74. Test on Completion	74.1 The Contractor shall carry out the **Tests on Completion (as stated in the SCC)** in accordance with this Clause and Clause 48. [Tests] after providing the documents in accordance with Clause 78. [Operating and Maintenance Manuals].
	74.2 The Contractor shall give to the Employer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 15 days after this date, on such day or days as the Employer shall instruct.
	74.3 The Tests on Completion shall be carried out in the following sequence: (a) pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely under-take the next stage, (b); (b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works can be operated safely and as specified, under all available operating conditions; and (c) trial operation, which shall demonstrate that the Works perform reliably and in accordance with the Contract.
	74.4 During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Employer that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and with the Performance Guarantees.
	74.5 Trial operation shall not constitute a taking-over under Clause 76 [Taking Over of the Works]. Unless otherwise **stated in the SCC**, any product produced by the Works during trial operation shall be the property of the Employer.
	74.6 In considering the results of the Tests on Completion, appropriate allowances shall be made for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, have passed each of the Tests on

	Completion described in GCC Clause 74.3 (a), (b) or (c), the Contractor shall submit a certified report of the results of these Tests to the Employer.
	74.7 If the Tests on Completion are being unduly delayed by the Employer, GCC Clause 48.7 and/or GCC Clause 74.13 shall be applicable.
	74.8 If the Tests on Completion are being unduly delayed by the Contractor, the Employer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Employer.
	74.9 If the Contractor fails to carry out the Tests on Completion; within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. These Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.
	74.10 If the Works, fail to pass the Tests on Completion, GCC Clause 49.1 shall apply, and the Employer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.
	74.11 If the Works, fail to pass the Tests on Completion repeated under GCC Clause 74.10, the Employer shall be entitled to: (a) order further repetition of Tests on Completion under GCC Clause 74.10; or (b) if the failure deprives the Employer of substantially the whole benefit of the Works, reject the Works, in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of GCC Clause 50.1.
	74.12 If the Contractor suffers delay and/or incurs Cost as a result of delay in carrying out the Tests on Completion for which the Employer is responsible, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date], and (b) payment of any such Cost which shall be added to the Contract Price.
	74.13 After receiving this notice, the Employer's Representative shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.
75. Tests after Completion	75.1 If Tests after Completion are specified in the Contract, this Clause shall apply. Unless otherwise **stated in the SCC**, the Employer shall: (a) provide all electricity, water, sewage (if applicable), equipment, fuel, consumables, instruments, labour, materials, and suitably qualified, experienced and competent staff, as are necessary to carry out the Tests after Completion efficiently and properly;

	and; and (b) carry out the Tests after Completion in accordance with the Employer's Requirements, the manuals supplied by the Contractor under GCC Clause 78 [Operating and Maintenance Manuals] and such guidance as the Contractor may be required to give during the course of these Tests; and in the presence of such Contractor's Personnel as either Party may reasonably request.
	75.2 The Tests after Completion shall be carried out as soon as is reasonably practicable after the Works have been taken over by the Employer. The Employer shall give to the Contractor 21 days' notice of the date after which the Tests after Completion will be carried out. Unless otherwise agreed, these Tests shall be carried out within 15 days after this date, on the day or days determined by the Employer. If the Contractor does not attend at the time and place agreed, the Employer may proceed with the Tests after Completion, which shall be deemed to have been made in the Contractor's presence, and the Contractor shall accept the readings as accurate.
	75.3 The results of the Tests after Completion shall be compiled and evaluated by both Parties. Appropriate account shall be taken of the effect of the Employer's prior use of the Works.
	75.4 If the Contractor incurs Cost as a result of any unreasonable delay by the Employer to the Tests after Completion, the Contractor shall (i) give notice to the Employer and (ii) be entitled subject to Clause 35. [Contractor's Claims] to payment of any such Cost which shall be added to the Contract Price.
	75.5 After receiving this notice, the Employer's Representative shall proceed in accordance with Clause 32. [Determinations] to agree or determine this Cost.
	75.6 If, for reasons not attributable to the Contractor, a Test after Completion on the Works cannot be completed during the Defects Liability Period, then the Works shall be deemed to have passed this Test after Completion.
	75.7 If the Works, fail to pass the Tests after Completion: (a) execute all work required to remedy defects or damage, as may be notified by the Employer on or before the expiry date of the Defects Liability Period for the Works, and (b) either Party may then require the failed Tests, and the Tests after Completion on any related work, to be repeated under the same terms and conditions.
	75.8 If and to the extent that this failure and retesting are attributable to any of the matters listed below: (a) the design of the Works, (b) Plant, Materials or workmanship not being in accordance with the Contract, (c) improper operation or maintenance which was attributable to

	matters for which the Contractor is responsible (under Clauses 78 or otherwise), or (d) failure by the Contractor to comply with any other obligation. and cause the Employer to incur additional costs, the Contractor shall subject to Clause 34. [Employer's Claims] pay these costs to the Employer.
	75.9 If the following conditions apply, namely: (a) the Works, fail to pass any or all of the Tests after Completion, (b) the relevant sum payable as non-performance damages for this failure is stated (or its method of calculation is defined) in the Contract, and (c) the Contractor pays this relevant sum to the Employer during the Defects Liability Period, then the Works shall be deemed to have passed these Tests after Completion. In such case, the method of calculating the non-performance damages (based on the extent of the failure) shall be **defined in the SCC or in the Employer's Requirements,** and the minimum acceptable performance criteria shall also be specified. Results lower than minimum acceptable performance criteria, shall be cause of rejection of the Works or Section and Cost shall be recovered from the Contractor as determined as per the Clause 32. [Determinations].
	75.10 If the Works, fail to pass a Test after Completion and the Contractor proposes to make adjustments or modifications to the Works, the Contractor may be instructed by (or on behalf of) the Employer that right of access to the Works cannot be given until a time that is convenient to the Employer. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) the Employer of the time that is convenient to the Employer. However, if the Contractor does not receive this notice during the relevant Defects Liability Period, the Contractor shall be relieved of this obligation and the Works shall be deemed to have passed this Test after Completion.
	75.11 If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of a failure to pass a Test after Completion or to carry out any adjustments or modifications, the Contractor shall (i) give notice to the Employer and (ii) be entitled subject to Clause 35. [Contractor's Claims] to payment of any such Cost, which shall be added to the Contract Price.
	75.12 After receiving this notice, the Employer's Representative shall proceed in accordance with Clause 32. [Determinations] to agree or determine this Cost.
76. Taking Over of the Works	76.1 Except as stated in Clause 74.11 and 74.12, the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, and except as allowed in Clause 76.3

	(a), and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Clause.
	76.2 The Contractor may apply by notice to the Employer for a Taking-Over Certificate not earlier than 15 days before the Works will, in the Contractor's opinion, be complete and ready for taking over.
	76.3 The Employer shall, within 30 days after receiving the Contractor's application: (a) issue the Taking-Over Certificate to the Contractor, if the physical progress of works is at least ninety (90) percent in accordance with the Contract, except for any minor outstanding work and defects (as listed in Taking-Over Certificate) which will not substantially affect the use of the Works for their intended purpose (either until or whilst this work is completed and these defects are remedied); or (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Clause.
	76.4 If the Employer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.
77. Final Account	77.1 Performance Certificate: Performance of the Contractor's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Employer shall issue the Performance Certificate within 30 days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. If the Employer fails to issue the Performance Certificate accordingly: (a) the Performance Certificate shall be deemed to have been issued on the date 30 days after the date on which it should have been issued, as required by this Clause, and (b) The Clause 89.1 and sub-paragraph (a) of Clause 77.7 shall be inapplicable. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
	77.2 Within 60 days after receiving the Performance Certificate, the Contractor shall submit, to the Employer, six copies of a draft Final Account with supporting documents showing in detail in a form approved by the Employer: (a) the value of all work done in accordance with the Contract, and (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

	77.3 If the Employer disagrees with or cannot verify any part of the draft Final Account, the Contractor shall submit such further information as the Employer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer the Final Account as agreed. This agreed statement is referred to in these Conditions as the "Final Account".
	77.4 However if, following discussions between the Parties and any changes to the draft Final Account which are agreed, it becomes evident that a dispute exists, the Employer shall pay the agreed parts of the draft Final Account in accordance with Clause 55. [Interim Payment Certificate]. Thereafter, if the dispute is finally resolved under Clause 36. [Dispute Settlement] or Clause 37. [Dispute Settlement by Arbitration], the Contractor shall then prepare and submit to the Employer a Final Account.
	77.5 When submitting the Final Account, the Contractor shall submit a written discharge which confirms that the total of the Final Account represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the out-standing balance of this total, in which event the discharge shall be effective on such date.
	77.6 Within 45 days after receiving the Final Account and written discharge, the Employer shall pay to the Contractor the amount which is finally due, less all amounts previously paid by the Employer and any deductions in accordance with Clause 34. [Employer's Claims].
	77.7 The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it, in the Final Account. However, this Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.
78. Operating and Maintenance Manuals	78.1 As required under the Contract, the Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Clause. Two copies shall be supplied to the Employer prior to the commencement of the Tests on Completion.
	78.2 In addition, the Contractor shall supply to the Employer as-built drawings of the Works **by the date as stated in the SCC**, showing all Works as executed, and submit them to the Employer for review under Clause 27. [Design by Contractor]. The Contractor shall obtain the consent of the Employer as to their size, the referencing system, and other relevant details.
	78.3 Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Employer the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over under Clause 76. [Taking Over of the Works]

	until the Employer has received these documents.
	78.4 As required under the Contract, prior to commencement of the Tests on Completion, the Contractor shall supply to the Employer provisional operation and maintenance manuals in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant. The Works shall not be considered to be completed for the purposes of taking-over under Clause 76. [Taking Over of the Works] until the Employer has received final operation and maintenance manuals in such detail, and any other manuals specified in the Employer's Requirements for these purposes.
79. Termination by Employer	79.1 If the Contractor fails to carry out any obligation under the Contract, the Employer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
	79.2 The Employer shall be entitled to terminate the Contract if the Contractor: (a) fails to comply with Clause 64 [Securities] or with a notice under Clause 79.1, (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, (c) without reasonable excuse fails: (i) to proceed with the Works in accordance with Clause 41 [Program and Progress], or (ii) to comply with a notice issued for the Correction of Defects under Clause 49, within 30 days after receiving it, (d) subcontracts the whole of the Works, subcontracts Works (including subcontract(s) for part or parts of the Works and for suppliers of Plant, Materials, Works and Services) with a total accumulated value greater than that referred to in SCC 16.1 [*Subcontracting*] or assigns the Contract without the required agreement, (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, (f) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 84.1. However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination. (g) The Contractor uses the advance payment for matters other than the contractual obligations, (h) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer; (i) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to

	correct it within a reasonable period of time determined by the Employer; (j) the Employer gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub clause 26.1 and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Employer; (k) the Contractor does not maintain a Security, which is required; (l) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, **as defined in the SCC**; (m)The Contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents with extended validity within the time prescribed pursuant to GCC 42.5
	79.3 In any of these events or circumstances, the Employer may, upon giving 15 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site.
	79.4 However, in the case of sub-paragraph (e) or (f) of Sub-Clause 79.2, the Employer may by notice terminate the Contract immediately.
	79.5 The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.
	79.6 The Contractor shall then leave the Site and deliver any required Goods, all Contractors' Documents, and other design documents made by or for him, to the Employer. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer.
	79.7 However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works. After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.
	79.8 The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.
	79.9 The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor. After this

	termination, the Contractor shall proceed in accordance with Clause 82. [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Clause 83 [Payment upon Termination].
80. Contractor's Entitlement to Suspend Work	80.1 If the Employer fails to comply with Clause 63. [Advance Payment] or Clause 56.1, the Contractor may, after giving not less than 30 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the payment, and as described in the notice. The Contractor's action shall not prejudice his entitlements to the interest on the delayed payment under Clause 56.2 and to termination under Clause 81. [Termination by Contractor].
	80.2 If the Contractor subsequently receives such payment (as described in the relevant Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.
	80.3 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Clause, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42. [Extension of Intended Completion Date], and (b) payment of any such Cost, which shall be added to the Contract Price. After receiving this notice, the Employer's Representative shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.
81. Termination by Contractor	81.1 The Contractor shall be entitled to terminate the Contract if: (a) the Contractor does not receive the reasonable evidence within 45 days after giving notice under Clause 80.1 in respect of a failure to comply Employer's Obligation under the Clause 56. [Payments], (b) the Contractor does not receive the amount due within 90 days after the expiry of the time as per Clause 63.1 within which payment is to be made (except for deductions in accordance with Clause 34. [Employer's Claims]), (c) the Employer substantially fails to perform his obligations under the Contract and such failure constitutes a material breach, (d) the Employer fails to comply with Clause 7. [Assignment], (e) a prolonged suspension affects the whole of the Works as described in Clause 44.5, or (f) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events. In any of these events or circumstances, the Contractor may, upon giving 15 days' notice to the Employer, terminate the Contract.
	81.2 The Contractor's election to terminate the Contract shall not prejudice any

	other rights of the Contractor, under the Contract or otherwise.
82. Cessation of Work and Removal of Contractor's Equipment	82.1 After a notice of termination under Sub-Clause 79.9, Clause 81. [Termination by Contractor] or Clause 72. [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly: (a) cease all further work, except for such work as may have been instructed by the Employer for the protection of life or property or for the safety of the Works, (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.
83. Payment upon Termination	83.1 As soon as practicable after a notice of termination under Clause 79. [Termination by Employer] has taken effect, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.
	83.2 After a notice of termination under Clause 79. [Termination by Employer] other than Termination by Convenience as per Clause 79.9 has taken effect, the Employer may: (a) proceed in accordance with Clause 34. [Employer's Claims], (b) withhold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Employer, have been established, and/or (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor, as Government dues. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor. (d) forfeit the Performance Security. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	83.3 After a notice of termination under Clause 81. [Termination by Contractor] or Termination by Convenience as per Clause 79.9 has taken effect, the Employer shall promptly: (a) return the Performance Security to the Contractor, (b) pay the Contractor in accordance with Clause 72. [Optional Termination, Payment and Release], and (c) pay to the Contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination.
84. Fraud and Corruption	84.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.

	84.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GCC Clause 18. For the purposes of this GCC Clause 84; (i) "corrupt practice" 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" 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" 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" 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 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 GON's/DP's inspection and audit rights provided for under GCC Clause 33.4.
	84.3 The contractor shall be prosecuted for offenses under prevailing criminal laws, if the contractor: (i) Misuses the Advance Payment or payments received from the Employer; (ii) Receives payment by submitting false information or documents; (iii) Abandons the works before completion; (iv) Commits a serious violation of the contract; or (v) Causes loss or damage to the Employer.
85. Black Listing	85.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Contractor for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the Contractor: (a) If it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

	(b) If convicted from a court of law in a criminal offense liable to be disqualified for taking part in procurement contract, (c) If it is established that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
86. Release from Performance	86.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
87. Suspension of DP Loan/Credit/Grant	87.1 In the event that the DP suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made: (a) the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the DP's suspension notice; and (b) if the Contractor has not received sums due him within the 30 days for payment provided for in GCC 56.1, the Contractor may immediately issue a 15-day termination notice.
88. Eligibility	88.1 The Contractor shall have the nationality of an eligible country **as stated in SCC**. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
	88.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries **as stated in SCC** and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.
	88.3 For purposes of GCC 88.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
89. Quarries and Spoil Dumps	89.1 Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.
	89.2 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as

	directed by the Employer in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.
	89.3 If all these items have not been removed within 30 days after the Employer issues the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.
	89.4 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.
90. Local Taxation	90.1 The prices bid by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.
91. Value Added Tax	91.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.
92. Income Taxes on Staff	92.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations.
	92.2 The issue of the Final Account Certificate pursuant to clause GCC 77 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.
93. Duties, Taxes and Royalties	93.1 The Contractor shall pay all royalties, rents and other payments, and shall not be entitled for reimbursement for: (a) natural Materials obtained from outside the Site, and (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.
	93.2 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor.
	93.3 The Contractor shall familiarize himself with GON the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to

	follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible.
	93.4 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the District Coordination Committee (DCC) as may be in force at the time. The Contractor, sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the DCC.
94. Member of Government, etc., not Personally Liable	94.1 No member or officer of GoN or the Employer or the Employer 'Representatives shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.
95. Compliance with Regulations for Explosives	95.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.
	95.2 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
96. Permission for Blasting	96.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.
97. Records of Explosives	97.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Employer for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Employer.
98. Traffic Diversion	98.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Employer. All traffic devices used shall be designed in accordance with the instruction of Employer.
99. Social Security	99.1 The contractor shall enroll the laborers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with

Fund	prevailing laws.
	99.2 The contractor shall be responsible to disburse the remuneration, benefits, and other payments of the laborers, employees, or workforce into the bank account of the concerned individual.
	99.3 The contractor shall be responsible for ensuring that the required work permit has been obtained in accordance with prevailing laws in respect of foreign personnel.

Section IX: Special Conditions of Contract

The following Special Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

Government of Nepal

Ministry of Physical Infrastructure and Transport

Department of Roads

Federal Road Supervision and Monitoring office, Surkhet

Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project

B.P. Nagar, Doti

Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. Hanigad Khola Bridge, and 5. Sailigad Khola Bridge Along Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Section, Doti

Contract Identification No.: DKDRP/DB/33701132/083/84-1



Special Conditions of Contract

A. General	
GCC 1.1 (n)	The Commencement Date shall be **7 Day after Agreement**
GCC 1.1 (x)	The Employer is ***Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project B.P. Nagar, Doti***
GCC 1.1 (y)	The Employer's Representative is ***Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Road Project B.P. Nagar, Doti***or Employer shall appoint from time to time by the under GCC Clause 13.
GCC 1.1 (ee)	The Intended Completion Date for the whole of the Works shall be **36 *months from the date of agreement.*** Following Milestones shall be applicable: **Milestone I:** Submission of **Detailed Design** and **Environmental Study** (BES or IEE or EIA as appropriate) of bridge no later than ***Six (6) months*** from date of signing of Contract Agreement. **Milestone II:** Completion of construction of bridge not later than **36 *months*** after the date of agreement
GCC 1.1 (nn)	***Refer to Employer's Requirements.***
GCC 1.1 (vv)	The Works consist of **Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. Hanigad Khola Bridge, and 5. Sailigad Khola Bridge Along Dhangadhi-Khutiya-Dipayal-Chainpur-Uraibhanjhang Road Section, Doti.**
GCC 2.2	Sectional Completions are:N***ot Applicable***
GCC 2.3 (j)	The following documents also form part of the Contract: ***Addendums if any*** ***Minutes of the meeting for Amicable Settlement as per GCC 36.1***
GCC 3.3	The language of the contract is **ENGLISH / NEPALI.**
GCC 4.9	The following event or situations or Conditions shall be considered as adverse physical conditions: a) Geological or geotechnical conditions materially different from those indicated in the Contract Documents; b) unexpected rock strata, cavities, sinkholes or buried obstructions; c) unexpected groundwater, artesian water or underground springs; d) Riverbed conditions, scour or subsurface conditions materially different from those indicated in the Contract Documents; e) Previously unidentified underground utilities, services or existing structures;

	f) Hazardous materials or contaminated soil not identified in the Contract Documents; g) Archaeological, historical or cultural heritage remains discovered during execution of the Works; and h) Any other concealed physical condition that materially affects the execution of the Works and could not reasonably have been foreseen by an experienced Contractor exercising due diligence. Where an adverse physical condition is encountered, the Contractor shall promptly take all necessary measures to ensure safety, mitigate the impact of such condition, and minimize any delay or additional cost. Where the adverse physical condition requires modification of the design, the Contractor shall revise the design and construction drawings accordingly and submit them to the Employer for review and approval in accordance with the Contract. The Contractor shall not be entitled to additional Cost or Extension of Time unless such entitlement is determined in accordance with Sub-Clause 4.9 and other relevant provisions of the Contract.
GCC 10.1	***Law of Nepal.***
GCC 15.1 (a)	The agreed electronic transmission shall be; **For Employer:** khutiyadipayal@gmail.com and **For Contractor:** ***to be filled by contractor at bid submission***
GCC 16.1	
GCC 17.1	Schedule of other contractors: ***Not Applicable.***
GCC 19.4	Details of the items with the respective dates of use or occupation by the Contractor, up to the respective dates of hand-over or cessation of occupation.: ***Not Applicable*** .
GCC 23.2	The minimum insurance amounts and deductibles shall be: 1. The minimum cover for loss of or damage to the Works, Plant and Materials is: ***115 %*** of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is ***as per the provision of Nepal Insurance Authority***. 3. The minimum cover for loss or damage to immovable Equipment is: ***100% (i.e. Replacement Cost).*** 4. The maximum deductible for insurance of immovable Equipment is ***as per the provision of Nepal Insurance Authority***. 5. The minimum for insurance of other property is: ***NRS. 1,000,000 (One Million)*** with unlimited number of occurrences ***6.*** The maximum deductible for insurance of other property is ***as per the provision of Nepal Insurance Authority.*** 7. The minimum cover for personal injury or death insurance i. for the Contractor's employees is that specified in the Labor act of Nepal and ii. for other people including Employer's Representatives is ***NRs. 1,000,000 (One million)*** with an unlimited number of occurrences 8. The minimum cover for Liability for breach of professional duty in an amount not less than ***10%*** of the Contract Amount. The Contractor shall provide this

	insurance in the joint name of Employer and the Contractor valid for the period, ***2 years beyond the Defect liability periods***, days from the Commencement Date.
GCC 24.1	Site Investigation Reports are: ***The bidder shall make their own investigation and judgment with regards to the construction site and availability of suitable construction materials. The employer shall have no liability for any conclusion inferred by the bidder. No addition payment shall be made for the transportation due to the no availability of local construction materials.***
GCC 27.1	The contractor shall submit the design and drawings, along with the project specifications, to the employer within the period **Six (6) Months.**
GCC 27.3	Within ***30 days***, calculated from the Commencement Date, the Contractor shall give notice to the Employer of any error, fault or other defect found in the Employer's Requirements or these items of reference.
GCC 28.9	***Occupational Health and Safety (OHS) Policy for Road Infrastructure Development and Management 2080, Guidelines 2080, and Operating Manual 2080 of Department of Roads.***
GCC 30.1 and GCC 30.3	The right of access to and Possession of Site Date(s) shall be: ***7 days after Signing the Contract Agreement***
GCC 31.3	Same as GCC
GCC 37.1	The place of arbitration shall be ***Kathmandu, Nepal.***
GCC 38.12	The list of Key Personnel and their Qualifications: ***as Mentioned in Employers Requirements.***
C. Time Control	
GCC 41.1	The Contractor shall submit for approval a Program for the Works within ***30 days*** from the date of the Letter of Acceptance.
GCC 41.7	***Six Copies (4 copies at Project Managers Office and 2 Copies at Project Implementation Office).***
GCC 45.3	The frequency of Management Meetings ***30 days.***
D. Quality Control	
GCC 49.1	The Defects Liability Period is: ***5 years. (1825 days)***
E. Cost Control	
GCC 51.6	***As per GCC***
GCC 55.1	***30 days***
GCC 55.3	**Mode of Payment of each IPC:**

The percentage of payment for each contract with respect to the total contract amount (exclusive of Provisional Sum) not to exceed:

(i) After approval of Detail Design and Drawings & BES / IEE / EIA: **1.4%** of contract amount without PS.

(ii) Construction of Bridge in proportion to physical progress of the bridge (includes bridge construction, tests, insurance, mobilization/demobilization and cost of securities as mentioned in APS): **74.2 %** of contract amount without PS.

Considering construction of bridge works as 100%, following breakdown for the bridge components shall be considered for the bridge types mentioned below.

Type of Bridge	**For Foundation**	**For Substructure**	**For Superstructure**
RCC / Precast Bridge	35%	15%	50%
Pre-stressed concrete Bridge	35%	15%	50%
Arch	30%	20%	50% (rib=25% remaining structure=25%)
Network Arch Bridge	30%	20%	50%
Steel Truss Bridge	25%	15%	60%
Special Long Span Bridge (Suspension, Cable stayed, and Balanced Cantilever etc.)	20%	15%	65%

(iii) River Training Works: **5.1%** of contract amount without PS.

(iv) Approach Road Works: **16.4%** of contract amount without PS.

(v) Road Safety works (W Beam): **1.5%** of contract amount without PS

(vi) Compliance with OCHS practice: **0.7 %** of contract amount without PS.

(vii) Regular Traffic Management: **0.7 %** of contract amount without PS.

Notes:

1. Super-structure shall be paid based on completed bridge length in running meter; whereas foundation and sub-structures shall be paid based on number of completed structures.

   River training works, approach road works, engineering facilities and road safety works shall be paid in proportion of the completed quantity of works with respect to total quantity specified in priced schedule of works of the contract.

2. Payment for OCHS compliance shall be made at the ratio of total certified amount of respective item on IPC on the basis of OCHS compliance rating as follows:

OCHS Compliance Rating (Score)	**Withheld % of certified**

	<table><tr><th></th><th>**IPC amount**</th></tr><tr><td>Less than 60%</td><td>100%</td></tr><tr><td>Higher than 60% and less than or equal to 70%</td><td>75%</td></tr><tr><td>Higher than 70% and equal to or less than 80%</td><td>50%</td></tr><tr><td>Higher than 80% and less than or equal to 90%</td><td>25%</td></tr><tr><td>Higher than 90%</td><td>0%</td></tr></table> i. After improvement of the OHS compliance, the withheld amount will be released after deduction of OHS allocated amount in the schedule of requirement in pro rata with the IPC amount. For example: if the total contract period is „'T' days and OCHS is not complied for, 'X'days then OCHS deduction (D) shall be D= X/T * (Total allocated amount for OCHS) ii. The compliance rating for the purpose of payment shall be calculated on the basis of latest guidelines / checklist of OHS. Works under Provisional Sum, if any, shall be paid separately as per the agreed rates, calculated based on government norms for estimates (overhead of 10 % shall be applicable) and then applying discounts offered by the successful contractor on negotiation with the employer.
GCC 56.2	***The prevailing interest rate: 3%***
GCC 59.1	The Contract ***"is"*** subject to price adjustment, and the following information regarding coefficients ***"does"*** apply. The coefficients and indices for adjustment of prices in Nepalese Rupees shall be as specified in the Table of Adjustment Data submitted by bidder together with the Letter of Price Bid which is approved by the Employer and attached as Annex-1.
GCC 59.6	Base Price of Construction Materials applicable for price adjustment shall be as per the Table of Adjustment Data submitted by Bidder together with the Letter of Price Bid which is approved by the Employer and attached as Annex-1.
GCC 59.7	The Price Adjustment amount shall be limited to a maximum of: ***25 %*** percentage of the initial Contract Price without VAT but including PS.
GCC 60.1	The proportion of payments retained is: ***5 (five) percent***
GCC 61.1	The liquidated damages for the whole of the Works are 0.05 Percent per day of the final Contract Price without VAT but including Provisional Sum. ***Milestone 1: 0.05% of contract price per day*** ***Milestone 2: 0.05 % of contract price per day*** ***Liquidated damage for Milestone 1 will be levied until the target of Milestone 1 is met; Liquidated damage for Milestone 2 will be levied until the target of Milestone 2***

	is met and so on. No two liquidated damages will be applicable at one time. ***Time is essence of the Contract and payment of deduction of liquidated damages shall not relieve the contractor from his obligation to complete the works as per the agreed construction program.***
GCC 61.2	The maximum amount of liquidated damages for the whole of the Works is **10** Percent of the Final Contract Price without VAT but including Provisional Sum**.**
GCC 62.1	The provision of bonus is ***"not applicable"*** in the contract.
GCC 62.2	***Not Applicable.***
GCC 63.1	The Advance Payments shall be: 20**%** of initial contract amount (without VAT but including PS) and shall be paid in two equal installments and to the Contractor. **1st Installment of 10 (Ten) %** shall be made to the contractor upon submission of equivalent acceptable bank guarantee for advance payment. insurance document and Quality Assurance Plan as per condition of contract. **2nd Installment of 10 (Ten) %** shall be made after the contractor completes the physical progress which is not less than 10 (Ten) % of the contract price, upon submission of equivalent acceptable Bank Guarantee for advance payment. The advanced payment guarantee shall be valid **until 30 days beyond** the intended completion date for whole of the work.
GCC 63.3	Deductions from Payment Certificates will commence in the Cumulative value of works executed exceeds 30% of the Initial Contract Price. Deduction will be at the rate of ***20%*** of the respective Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the payment of 80 % of the Contract Price.
GCC 63.4	Recover interest on the advance amount from the Contractor should be at a rate of **10 %**.
GCC 64.1	The Performance Security amount is: ***Insert Performance Security amount including an additional amount based on ITB 43.1 and/or ITB 36.5 if the Employer has increased the Performance Security amount***
G. Finishing the Contract	
GCC 74.1	***Refer relevant Employer's Requirements/Relevant Codes***
GCC 74.5	***Same as GCC***
GCC 75.1	***Refer relevant Employer's Requirements/Relevant Codes***
GCC 75.9	***Refer relevant Employer's Requirements/Relevant Codes***

GCC 78.2	The maximum number of days is: **200 days**
GCC 79.2 (l)	***Nepali.***
GCC 88.1	***Refer relevant Employer's Requirements/Relevant Codes***
GCC 88.2	*Nepal*

Section X: Contract Forms

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

Letter of Intent

[on letterhead paper of the Employer]

Date: ... ……

To: .....***Name and address of the Contractor***.....

Subject: …… Issuance of letter of intent to award the contract.....

This is to notify you that, it is our intention to award the contract ..... ***[insert date]*** .....for execution of the .....***[insert name of the contract and identification number, as given in the Contract Data/SCC]*** to you as your bid price Nepalese Rupees ..... ***[insert amount of contract price in figures and words including taxes]*** as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive evaluated bid closest to the Average Bid Price

Authorized Signature: ……

Name: ... …….

Title: …….

CC:
[Insert name and address of all other Bidders, who submitted the bid]

[Notes on Letter of Intent
The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible evaluated bid closest to the Average Bid Price.]

Letter of Acceptance

[on letterhead paper of the Employer]

Date: …….

To: ……*Name and address of the Contractor*……...

Subject: ……. *Notification of Award*

This is to notify that your Bid for the Invitation of Bids dated .....*[Insert date of bid invitation]* ……..for execution of the……..*[Insert name of the contract and identification number, as given in the Contract BDS/SCC]* ……... for the Contract price of Nepalese Rupees ***[insert amount of contract price in figures and words including taxes],*** as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security of **NRs**. ……. in accordance with the Conditions of Contract, using for that purpose the Performance security Form included in Section X (Contract Forms) of this Bidding Document.

Authorized Signature: ……...

Name and Title of Signatory: ……



Contract Agreement

THIS AGREEMENT made the .....day of …. between……. name of the Employer **…… *(hereinafter "the Employer"),*** of the one part, and ……name of the Contractor …… (hereinafter "the Contractor"), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
   (a) the Letter of Acceptance;
   (b) the Letters of Technical and Price Bid;
   (c) the Addenda Nos ..... ***Insert addenda numbers if any*** ……
   (d) the Special Conditions of Contract;
   (e) the List of Eligible Countries that was specified in Section V of the bidding document,
   (f) the General Conditions of Contract;
   (g) Employer's Requirements;
   (h) Activity and Price Schedules;
   (i) Table of Price Adjustment Data;
   (j) Contractor's Proposal;
   (k) List of Approved Subcontractors *[For GoN funded project]*
   (l) ..... ***[Specify if there are any other document]***

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

Witness, Name Signature, Address, Date

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

Witness, Name, Signature, Address, Date

List of Approved Subcontractors

In accordance with GCC Sub-Clause 16.1, The following Subcontractors are approved for carrying out the work as specified below.

Name of Subcontractors	Description of Works	Value/Percentage of subcontract

Performance Security

(On letterhead paper of the Bank)

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

Beneficiary: ***..... [insert Name and Address of Employer***] …….....

Date: .....

Performance Guarantee No.…….

We have been informed that … .... ***[insert name of the Contractor, which in the case of a joint venture shall be the name of the joint venture]*** (hereinafter called "the Contractor") has been notified by you to sign the Contract No. ……. ***[insert reference number of the Contract]***, for the execution of ……. ***[insert name of contract and brief description of Works]*** (hereinafter called "the Contract").

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

……

Seal of Bank and Signature(s)

Note:

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

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

*** Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Advance Payment Security

(On letterhead paper of the Bank)

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

Beneficiary: …… ***[insert Name and address of employer]***

Date: ……

Advance Payment Guarantee No…….

We have been informed that …… ***[insert name of the Contractor, which in the case of a joint venture shall be the name of the joint venture]*** …… (hereinafter called "the Contractor") has entered into Contract No. .....***[insert reference number of the contract]*** dated ……***[date]***…… with you, for the execution of …….*[* ***insert*** *name of contract and brief description of Works]* ……. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum Nepalese Rupees ***……. [Insert amount in figures*and in words]*** is to be made against an advance payment guarantee.

At the request of the Contractor, we... ..... . ***[insert name of the Bank]*** ……,, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Nepalese Rupees ***……..[insert amount in figures* and amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

(a) Used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) Has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the contract, specifying the amount payable by the contractor.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

……

Seal of Bank and Signature(s)

Note:

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

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

*** Insert the date Thirty days after the intended completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Retention Money Security

(On letterhead paper of the Bank)

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

Beneficiary: …… ***[Insert name and Address of Employer]***

Issue Date: …… ***[Insert date of issue]***

RETENTION MONEY GUARANTEE No.: ***[Insert guarantee reference number]***

We have been informed that …… ***[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]*** (hereinafter called "the Contractor") has entered into Contract No. …… ***[insert reference number of the contract]*** dated …… with the Beneficiary, for the execution of …… ***[insert name of contract and brief description of* Works*]*** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when at least eighty (80) percent of the whole works have been completed, progress of the works is satisfactory in accordance with the Contract as per approved work schedule and it can be assured that the works can be completed at the intended completion date, payment of ***[insert the amount of the Retention Money]*** is to be made against a Retention Money guarantee.

At the request of the Contractor, we, …… ***[insert name of the Bank]*** ……., as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Nepalese Rupees** …… ***[insert amount in figures and amount in words][1]*** ***[***upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the …… ***[insert day]*** Day of ***…… [insert month, year]*** [2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

……

[Seal of Bank and signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[1] *The Guarantor shall insert the amount of the Retention Money.*

[2] *Insert the same expiry date which is 30 days more than the end of Defect Liability Period. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Annex-1

Table of Price Adjustment Data
[SCC 59.1]

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - adjustable (A)			0.15	0.15
	Labor (b)			0.15 -0.25	
	Materials (c)			0.30 -0.40	
	Equipment usage (d)			0.20 -0.30	
		Total			**1.00**

Note: Base value and Bidder's proposed weighting coefficient to be filled as per "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Employer in case of the alternative provision of Bidder proposed value and weighting coefficient.

Table of Price Adjustment Data
[SCC 59.6]

Code	Construction Material*	Unit	Base Price (NRs/Unit) ** (Ex-factory)	Source (Factory)**
1	2	3	4	5

** For the purpose of calculation of price adjustment, the Ex-factory price of the same source mentioned in the table shall be taken into consideration.

Note: Base Price and source to be filled as per "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Employer in case of the alternative provision of Bidder proposed source and base price.

Bill of Quantity (BOQ)

Government of Nepal
Ministry of Infrastructure Development
Department of Roads
Federal Road Supervision and Monitoring office, Surkhet

Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Project Office

Doti

Bill of Quantity (BOQ)

Name of Project:Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. **FY: 083/84**
Project Duration: 36 Months **Budget Sub Head:: 33701132**
Length of Bridge: 175 m

S.N	Description of Item	Unit	Quantity	Bidder's Rate , NRs	Bidder's Rate (in words)	Total Amount (NPR)	Remarks
1	**Provisional Sum**						
1.1	Provisional sum for relocation of utilities, emergency works and other unforeseen items necessary as directed by Engineer, etc.	P.S.	1.00	25,000,000.00	Two Crore Fifty Lakh Rupees Only	25,000,000.00	
2	**General Items**						
2.1	Insurance for loss of or damages to the Works, Plant, and Materials, Equipment, Property, vehicle, Personal injury or death (Employee of Contractor, Client and third party), Liability for breach of professional duty etc. as per conditions of contract.	L.S.	1.00				
2.2	Mobilization / Demobilization and Provision of performance securities.	L.S.	1.00				
2.3	Implementation of Environmental & Social Management Plans, Occupational & Community Health and Safety (OCHS) of Labours, including work zone safety, etc.	L.S.	1.00				
2.4	Regular Traffic Management, Traffic Diversion and River Diversion including construction of coffer dam, etc. and Traffic mobility facility related works: construction and maintenance, during construction stage all complete.	L.S.	1.00				
3	**Design Service**						
3.1	Detailed Engineering Survey, Soil Investigation, Detailed Design of Bridges including Approach Roads, Cross Drainage Structure, River-Training and Bridge Protection Works and Preparation of Working Drawings and Other necessary documents including relevant Environmental Studies and Social Considerations (BES / IEE / EIA) as stipulated by relevant acts and regulations of Government of Nepal.	Job	1.00				
4	**Construction Works Items**						
4.1	Construction of two-lane (7.5m Carriageway width with 1.75m footpath on Both side, total width 11.0m) 2 motorable bridge of specified type, including foundations, sub-structure, superstructure, approach slabs, wing walls, bearings, expansion joints including all necessary tests all complete as per approved design, drawings, and specifications all complete	Job	1.00				
4.2	Construction of River-Training and Bank Protection Works of the river bank including all necessary tests as per the approved design, drawings, and Specifications all complete.	Rm	671.00				

Government of Nepal
Ministry of Infrastructure Development
Department of Roads
Federal Road Supervision and Monitoring office, Surkhet

Dhangadi-Khutiya-Dipayal-Chainpur-Uraibhanjyang Project Office

Doti

Bill of Quantity (BOQ)

Name of Project:Design and Build of 1. Jarimghat Khola Bridge, 2. Gunadi Khola Bridge, 3. Sanigad Khola Bridge, 4. **FY: 083/84**
Project Duration: 36 Months **Budget Sub Head:: 33701132**
Length of Bridge: 175 m

S.N	Description of Item	Unit	Quantity	Bidder's Rate , NRs	Bidder's Rate (in words)	Total Amount (NPR)	Remarks
4.3	Construction of Blacktopped approach road as per the approved design, drawings and specification with ancillary works including roadway excavation and Formation of Embankment in all types of soils and rocks, side drains, required Cross drainage structure, retaining/breast walls or other appropriate structures for approach road etc. including all test all complete. (Minimum standard of pavement structure: As Stated in Bid Documents)	Rm	920.00				
4.4	Providing and erecting a "W" metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail, 70 cm above road/ground level, fixed on ISMC series channel vertical post, 150 x 75 x 5 mm spaced 2 m center to center, 1.8 m high, 1.1 m below ground/road level metal beam rail to be fixed on the vertical post with a spacer of channel section 150 x 75 x 5 mm, 330 mm long complete as per Drawing and Technical Specifications. [SS 1500]	Rm	817.00				
					Total Amount without PS		
					PS Amount		
					Total Amount with PS		
					13% VAT		
					Total Amount with VAT & PS		