BIDDING DOCUMENT

for

THE PROCUREMENT OF

Construction of Motipur School Dekhi Bhusal Tole Hudai Park Jodne Sadak Upgrading Tulsipur 7 Dang

National Competitive Bidding (NCB)
Single-Stage: Single-Envelope Bidding Procedure

Road Infrastructure Development Office, Dang

Issued on: 2026-10-14

Issued to: All Eligible Bidders

Invitation for Bids No.: 02-083/084

NCB No.: RIDO/DANG/NCB/W/28/083/084

Contract Identification No.: RIDO/DANG/NCB/W/28/083/084

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Abbreviations

BD ... .Bidding Document

BDF .... Bidding Forms

BDS .... Bid Data Sheet

BOQ ... . Bill of Quantities

COF ..... Contract Forms

DP ... . Development Partners

DoLI... .....Department of Local Infrastructure

e-GP…….Electronic Government Procurement

ELI ... . Eligibility

EEC... .... Evaluation and Eligibility Criteria

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

NCB ... . National Competitive Bidding

NRs ..... Nepalese Rupees

PAN ... . Permanent Account Number

PPA ... . Public Procurement Act, 2063

PPMO ... . Public Procurement Monitoring Office

PPR ... . Public Procurement Regulations, 2064

PS …….. Provisional Sum

SBD .... Standard Bidding Document

SCC ... . Special Conditions of Contract

TS ... .Technical Specifications

VAT ... . Value Added Tax

WRQ ... . Works Requirements

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

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Invitation for Bids

Government of Lumbini Province
Ministry of Physical Infrastructure Development
Transport infrastructure Directorate

Road Infrastructure Development Office. Dang

Invitation for Bids No: 02-083/084
Date of publication: 2026-10-14 (2083/06/28 BS)

1. ***Road Infrastructure Development Office. Dang*** invites Hard-Copy bids from Nepalese eligible bidders for the construction of below mentioned Road works under National Competitive Bidding procedures.

2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of ***Road Infrastructure Development Office. Ghorahi-15 Dang; Telephone no.082-561442***.

3. A complete set of Bidding Documents may be purchased from the office ***Road Infrastructure Development Office Dang*** 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. 3,000/-*** till ***3rd November 2026 (2083-07-17 BS)*** during office hours in the account as specified below.

   Name of the Bank: Nepal Bank Limited, Ghorahi Branch
   Name of the Office: Road Infrastructure Development office, Dang
   Office Code No.: 3370156015
   Revenue Account No: 27402000001001000001
   Rajaswa Shirshak No: 14229

4. Pre-bid meeting shall be held at ***Road Infrastructure Development Office Dang*** at ***26th October 2026.***

5. Sealed bids must be submitted to the office ***Road Infrastructure Development Office. Ghorahi-15 Dang*** by hand/courier before ***12:00 Hours*** on ***4th November 2026.*** Bids received after this deadline will be rejected.

6. The bids will be opened in the presence of Bidders' representatives who choose to attend at ***13:00 Hours*** on ***4th November 2026*** at the office of ***Road Infrastructure Development Office. Ghorahi-15 Dang.*** Bids must be valid for a period of ***90 Days (i.e 2nd February 2027)*** from the bid submission deadline and must be accompanied by a bid security or scanned copy of the bid security in .pdf format in case of e-bid, amounting to a minimum of following mentioned below, which shall be valid for 30 days beyond the validity period of the bid ***(i.e. 4th March 2027).***

7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.

S. N.	Name of Road	Contract ID No.	Cost without VAT & Contingency	Bid Security Amount, NRs.
1.	Construction of Chhillikot Kalika Mandir Jane Sadak Dekhi Tinukhola Samma Sadak Upgrading Tulsipur-19 Dang	RIDO/DANG/NCB/W/22/083/084	3,023,137.61/-	75,000/-
2.	Construction of Bankatti Tole Mathillo Sukwal Nepaliko Ghar Dekhi Dakshin Ghorahi Tulsipur Sadakma Jodine Sadak Tulsipur-17 Dang	RIDO/DANG/NCB/W/23/083/084	2,590,935.76/-	65,000/-

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3.	Construction of Sewarkhola Kabila Resort Najik Box Culvert Ghorahi-16 Dang	RIDO/DANG/NCB/W/24/083/084	5,182,006.07/-	1,30,000/-
4.	Construction of Lamahi 1 Rune Dekhi Bauraha Samma Sadak Dang	RIDO/DANG/NCB/W/25/083/084	3,453,223.80	90,000/-
5.	Construction of Lamahi 6 Shyami Chowk Bidhyut Pole Dekhi Dakshin Binod BC ko Ghar samma Pakki Nala Dang	RIDO/DANG/NCB/W/26/083/084	3,452,350.89/-	90,000/-
6.	Construction of Lamahi 9 Jholunge Pool Dekhi Kaletara Tarulle Bato Kalopatre Dang	RIDO/DANG/NCB/W/27/083/084	3,452,649.84/-	90,000/-
7.	Construction of Motipur School Dekhi Bhusal Tole Hudai Park Jodne Sadak Upgrading Tulsipur 7 Dang	RIDO/DANG/NCB/W/28/083/084	2,579,850.32/-	65,000/-

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Part - I Bidding Procedures

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SECTION– I: Instructions to Bidders

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.

For Further Details of This ITB Section Please refer to the following document listed Below. [All the Clause & Sub-Clause would be the integral part of this Bid Document and will be same as per document mentioned Below]

STANDARD BIDDING DOCUMENT (SBD)
Procurement of Works (NCB)
Without Qualification Requirement

Single-Stage: Single-Envelope Bidding Procedure
[For use in NCB Works up to NRs.20 million]

Issued by:
Government of Nepal
Public Procurement Monitoring Office (PPMO)
Kathmandu

Revised on September 2026

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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 : ***02-083/084***
ITB 1.1	The Employer is: ***Road Infrastructure Development Office, Dang***
ITB 1.1	The number and identification of lots(contracts) comprising this bidding process is: ***RIDO/DANG/NCB/W/28/083/084***
ITB 2.1	The name of the Project is: **Construction of Motipur School Dekhi Bhusal Tole Hudai Park Jodne Sadak Upgrading Tulsipur 7 Dang** The implementing agency is ***Road Infrastructure Development Office, Dang***
ITB 4.1 (a)	Maximum number of partner in a joint venture shall be : ***3 (three)***
ITB 4.2	For GoN funded: Eligible countries: ***Nepal***
ITB 4.4	For GoN: ***https://blacklist.ppmo.gov.np/blacklisted***
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)** 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 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.
ITB 5.1	For GoN funded: For the purpose of Country of Origin: "all Countries"
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: ***Road Infrastructure Development Office, Dang*** Address: Ghorahi-15, Dang Telephone: ***082-562587*** Facsimile number: _____ Electronic mail address: ***ridodang@gmail.com***
ITB 7.4	A Pre-Bid meeting **shall be held**. Pre-Bid Meeting will take place at the following date, time

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	and place: Date: ***26th October, 2026*** Time:***13:00 Hours*** Place: ***RIDO Dang, Ghorahi-15*** A site visit ***shall not be*** organized by the Employer.
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 11.1 (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: _____
ITB 11.1 (h)	The Bidder shall submit with its bid the following additional documents: ***NA***
ITB 13.6	The prices quoted by the Bidder ***shall not be*** subject to adjustment during the performance of the Contract.
ITB 15.1	The bid validity period shall be: ***Ninety (90) days***.
ITB 16.1	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** ***65,000/-*** which shall be valid for 30 days beyond the validity period of the bid. ***(i.e. 4th March , 2027)***
ITB 16.2 (b)	Account Name: ***Road Infrastructure Development Office, Dang*** Bank Name: ***Nepal Bank Limited*** Bank Address: ***Ghorahi Branch*** Account Number: ***02702000002003000001 (Province 5 Kha 2-3 Deposit Account)***
ITB 17.1	In addition to the original of the bid, the number of copy/ies is/are: ***Not Applicable***
ITB 17.2	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 18.1	Bidders shall have the option of submitting their bids ***by hand / by courier.***.
ITB 18.1 (b)	**<u>Electronic bid submission procedure:</u>** (a) Bidders submitting Bids electronically shall follow the electronic bid submission

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procedures specified in this clause.

i. Bidders who choose to submit their bids electronically, can view/download the bidding documents from ***"published bids"*** section of e-GP system, https://bolpatra.gov.np/egp.

ii. For the purpose of e-Submission, the bidder shall, at first, register in e-GP system and maintain their organization profile data and documents required during bid response preparation. The details of e-GP registration and profile management procedure are specified in Article No 9 and 10 respectively of e-GP Directives issued by PPMO, which can be downloaded from ***Download section*** of e-GP system.

iii. The bidders shall prepare their bids using data and documents maintained in bidder's profile, instruction provided by e-GP system and forms/format provided in the bidding document.

iv. Bidders may submit bids as a single entity or as a joint venture (JV). Bidder submitting bid in JV 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) shall update their profile data and documents required during preparation and submission of their 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.

vii. Bidders shall submit the required documents as specified in Section I-Instruction to Bidders, Section II-Bid Data Sheet and Section III-Evaluation and Eligibility Criteria of the bidding document. The format of the documents shall be in PDF and/or web form as provisioned in the e-GP system.

The required forms and documents shall be part of bid.

No.	Document	Requirement	Remarks
1.	Letter of 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 Licence	Mandatory	PDF
6.	Tax Clearance Certificate *or Tax return submission evidence or evidence of time extension* of ***FY 082/083***	Mandatory (for domestic bidders only)	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF

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8.	Joint venture agreement	Mandatory in case of JV Bids Only	PDF
9.	Completed Bill of Quantities (BoQ)	Mandatory	Online Forms
10.	Price Adjustment Table (if Applicable)	Mandatory (If Applicable)	Online Forms
11.	Additional documents specified in ITB 11.2 (h)	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.

viii. After providing all the details and documents, the e-GP system will generate bid response documents for the bidder. Bidders shall download, verify and confirm the bid response documents prior to bid submission.

ix. 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 then only allow bidders to submit their bid.

x. Electronically submitted bids can be modified and/or withdrawn through the system within the bid submission deadline.

xi. 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 bidders are fully responsible for using the e-GP system as per specified procedures and in no case the employer shall be held liable for bidder's inability to use the system.

cc) When a bidder submits electronic bid through the e-GP System, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the bidding document and e-GP instruction including the provision stipulated in e-GP Directives.

ITB 19.1	**For bid submission purposes only, the Employer's address is:** Attention: ***Road Infrastructure Development Office*** Address: ***Ghorahi-15, Dang*** **The deadline for bid submission is:** Date: ***4th November, 2026*** Time: ***12:00 hours***
ITB 22.1	The bid opening shall take place at: ***Road Infrastructure Development Office.***

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	Address: ***Ghorahi-15, Dang*** Date: ***4th November, 2026*** Time: ***13:00 hours***
E. Evaluation and Comparison of Bids	
ITB 29.4	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 1.1, Multiple Contracts Section III (Evaluation and Eligibility Criteria):***
ITB 29.5	The amount of the performance security be increased by Eight (8) percent of the quoted bid price (without VAT but Including PS).

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SECTION - III

Evaluation and Eligibility Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and eligible Bidders. GoN/DP requires bidders to be qualified by meeting predefined eligibility criteria. In accordance with ITB 29, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Evaluation

In addition to the criteria listed in ITB 29.2 (a) - (e) the following criteria shall apply:

1.1 Multiple Contracts

Pursuant to Sub-Clause ITB 29.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Works are grouped in multiple contracts and pursuant to Sub-Clause 29.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

1.2 Quantifiable Nonconformities and Omissions

Subject to ITB 13.2 and ITB 29.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

[***Insert in bidding document:*** "Pursuant to ITB 27.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids."]

2. Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1 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 Bid
2.2 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 Bid
2.3 Government-owned Entity					
Bidder required to meet conditions of ITB Sub-	must meet	existing or	must meet	not	Letter of Bid,

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Clause 4.5.	requirement	intended JV must meet requirement	requirement	applicable	Forms ELI - 1, ELI - 2, with attachments
2.4 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 Bid
2.5 Bidder's Running Contracts					
Bidder's 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 Bid, Form ELI-3
2.6 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	must meet requirement	not applicabl	must meet requirement	not applicable	Document attachment
Tax clearances certificate for the ***F/Y 082/083*** or Tax return submission evidence or evidence of tax time extension for ***F/Y 082/083***	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Additional requirements ***[Insert if any]***	…….	……	……	……	……

[2]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 or March 17, 2022 A.D

b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S or i.e March 17, 2022 A.D and accepted 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

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SECTION - IV

Bidding Forms

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

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Letter of Bid

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

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To: ***[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)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 Bill of Quantities.

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:……..

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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 15.1]*** 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) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];

(h) 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;

(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3;

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

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

(l) 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;

(m) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.

(n) We declare that we have not yet secured five (5) number of constructions contracts[3] (in open

* Note: Use one of the two options as appropriate.

[3] 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).

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competitive bidding) as described in ITB Sub-Clause 4.9.

(o) 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

(p) If awarded the contract, the person named below shall act as Contractor's Representative:

(q) 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.

(r) 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.

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]***…….....

---

b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) and accepted 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.

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Bid Security

Bank Guarantee

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

(On letterhead paper 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 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 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) 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

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

(e) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 24.1; or

(f) if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.9.

This guarantee will remain in force up to and including the date ……**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).

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Bidder’s Information

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 17.2. 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.	

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Form ELI - 3: Bidder's Running Contracts****

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.

****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 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.

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Part – II

REQUIREMENTS

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SECTION - V
Works Requirements

This Section contains the Scope of Work, Specification, the Drawings, and supplementary information that describe the Works to be procured.

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Specifications

Notes on the Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
Samples of specifications from previous similar projects are useful in this respect. The use of metric units is encouraged by the Funding Agency in case of funding assisted projects. Most specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. The available standard specification of works of Ministry of Physical Infrastructure and Transport, DoLI and Other line Ministries can be adopted for respective civil construction works.
There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, however it may not necessarily be adequate to be used in a particular Works Contract and may necessitate preparation of Particular (Special) Specifications to amend and or supplement the provision of the General Specifications to meet the requirement of the particular Works.

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 30 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents. These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Procurement Documents. They should not be included in the final documents.

Specification Used: Standard Specifications for Road and Bridge Works, 2073 (Third Amendment 2082)

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Drawings

Note:

1. It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are reduced illegible.

2. A simplified map showing the location of the Site in relation to the local geography, indicating major roads, posts, airports, and railroads, is helpful.

3. The construction drawings, even if not fully developed, must show sufficient details to enable bidders to understand the type and complexity of the work involved and the price the Bill of Quantities.

Necessary Drawings will be provided by the Office.

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Supplementary Information

Standard Specifications for Road and Bridge Works, 2073 (Third Amendment 2082) will be strictly used as the sole source of Specifications for the implementation and execution of this agreement until the completion of the entire project.

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SECTION - VI
Bill of Quantities[4]

Notes for Unit Rate Contracts:

Objectives

The objectives of the Bill of Quantities are

(a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

(b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

Content

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

(a) Preamble;

(b) Work Items (grouped into parts);

(c) Day works Schedule;

d) Provisional Sums; and

(d) Summary.

Preamble

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

Work Items

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

Day work Schedule

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

(a) A list of the various classes of labour, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.

[4]In lump sum contracts, delete "Bill of Quantities" and replace with "Schedule of Activities" throughout this section.

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(b) *Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.*

Provisional Sums

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

Summary

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

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

Preamble of Bill of Quantities

A. General

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

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

3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.

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

5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be

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deemed to be distributed among the rates and prices entered for the related Items of Work.

7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. The Specification Clause references, where given in the item description of the Bills of Quantities, are for the convenience of bidders and generally refer to the principal relevant-specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders obligation to complete work in accordance with all the requirements of the Specification.

8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.

9. The method of measurement of completed work for payment shall be in accordance with the Specifications.

10. The abbreviations and symbols used in this Bill of Quantities are: ***[Insert as applicable]***

B. Day work Schedule

a) **General**

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

b) Day work Labor

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

c) Day work Equipment

1. The Contractor shall be entitled to payments in respect of Constructional Plant already on site and employed on day work at the basis rental rates entered by him in the "SCHEDULE OF DAY WORK RATES:2 EQUIPMENT". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such

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equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.

2. In calculating the payment due to the Contractor for Constructional Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Construction Plant was located when ordered by the Project Manager to be employed on day work and the time for return journey there to shall be included for payment.

d) Day work Materials

1. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;

   (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.

   (ii) the cost of hauling materials for use on work ordered to be carried out as day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

Provisional Sums

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

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Road Infrastructure Development Office

Ghorahi,Dnag

Bill of Quantities

आयोजनाको नाम:- मोतिपुर स्कुल देखि भुसाल टोल हुँदै पार्क जोड्ने सडक स्तरोन्नति तुलसीपुर ७ दाङ

स्थान:- तुलसीपुर ७ दाङ

Contract ID: RIDO/DANG/NCB/W/28/083/084

Item No.	Description	Unit	Quantity	Rate, NRs.	Rate in Words	Amount, NRs.
A	**GENERAL**					
1	Insurance of the loss of damage to works, plants,material, equipment, property and personal injury or death (As per Contract Agreement Document Special Condition of Contract	PS	1.00	30,000.00	Thirty Thousand Only	30,000.00
2	Providing and installation of project information board of size 1.50m x 1.2m having 2 mm thick MS sheet supported by heavy 50 mm tube with two coats paintings including excavation, concreting, backfilling etc all complete (108)	PS	1.00	10,000.00	Ten Thousand Only	10,000.00
	Sub-Total					***40,000.00***
B	**STRUCTURE WORKS**					
1	Earthwork excavation in foundation of structures,including construction of shoring and bracing ,removal of stumps and other deleterious matter backfilling with approved material as per Drawing and Technical Specifications (Depth up to 3 m) by mechanical means (90% by machine,10% by Labour) [Spec.cl. No.:905]	Cu m	40.04			
2	Providing and laying of hand pack Stone soling with 150 to 200 mm thick stones and packing with smaller stone on prepared surface as per Drawing and Technical Specifications.	Cu m	10.92			
3	Providing and placing machine mixed cement concrete of **PCC (1:3:6) with formwork** for the founation and footing etc. including compaction, curing, testing etc all complete as per specification	Cu m	3.64			
4	Providing and placing machine mixed cement concrete of **PCC for RCC (1:2:4) with formwork** for the founation and footing etc. including compaction, curing, testing etc all complete as per specification	Cu m	21.32			
5	Providing and laying,fitting and placing un-coated mild steel/HYSD reinforcement complete in foundation as per drawing and technical apecification	Kg	1,450.80			

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C	**PAVEMENT WORKS (Blacktop)**					
1	Scarifying the existing road surface to a depth of 50 mm and disposal of scarified Material with in all lifts and lead as per Drawing and Technical Specifications by mechanical means up to 30m lead	Sqm	1,425.00			
2	Providing and laying granular **sub-base** on prepared surface, mixing at OMC, and compacting to achieve the desired density, complete as per Drawing and Technical Specifications by mechanical means [Spec. cl.No.:1201]	Cu m	213.75			
3	Providing and laying **Crusher Run Macadam** on a prepared surface, spreading and mixing , watering and compacting to form a layer of **Base course** as per Drawing and Technical Specifications. by mechanical means	Cu m	171.00			
4	Providing and applying prime coat with MC 30 / 70 Hot Bitumen (including cutter) on prepared surface of granular base including cleaning of road surface and spraying as per Technical Specification[Spec. cl.No.:1302]	Ltr	1,026.00			
5	Providing and applying tack coat with hot Bitumen at specified rate on the prepared non-bituminous surfaces including cleaning as per Technical Specifications [Spec. cl.No.:1302]	Ltr	627.00			
6	Providing and laying open-graded premix carpet of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates as wearing course on a previously prepared base as per drawing and Technical Specifications	Sqm	1,140.00			
7	Providing and laying seal coat sealing the voids in a bituminous surface as per Drawing and Technical Specifications	Sqm	1,140.00			
	Total Amount (Excluding VAT)					
	VAT @13%					
	PS Items					**40,000.00**
	Total Amount (With VAT & PS)					

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PART-III CONDITIONS OF CONTRACT AND CONTRACT FORMS

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Section VII: General Conditions of Contract

Government of Lumbini Province
Ministry of Physical Infrastructure Development
Transport infrastructure Directorate

Road Infrastructure Development Office Dang

Construction of Motipur School Dekhi Bhusal Tole Hudai Park Jodne Sadak Upgrading Tulsipur 7 Dang

RIDO/DANG/NCB/W/28/082/083

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General Conditions of Contract

This Section provides the General Conditions of Contract that will apply to the Contract for which the Biding document is issued.

For Further Details of This GCC Section Please refer to the following document listed Below. [All the Clause & Sub-Clause would be the integral part of this Bid Document and will be same as per document mentioned Below]

STANDARD BIDDING DOCUMENT (SBD)
Procurement of Works (NCB)
Without Qualification Requirement

Single-Stage: Single-Envelope Bidding Procedure
[For use in NCB Works up to NRs.20 million]

Issued by:
Government of Nepal
Public Procurement Monitoring Office (PPMO)
Kathmandu

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Section VIII: 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 Lumbini Province

Ministry of Physical Infrastructure Development

Transport infrastructure Directorate

Road Infrastructure Development Office. Dang

Construction of Motipur School Dekhi Bhusal Tole Hudai Park Jodne Sadak Upgrading Tulsipur 7 Dang

RIDO/DANG/NCB/W/28/083/084

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Special Conditions of Contract

A. General	
GCC 1.1 (p)	The Employer is ***Road Infrastructure Development Office, Dang***
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be ***2083/03/15***
GCC 1.1(bb) & GCC 10.1	The Project Manager is ***Authorized Site Person.*** The Project Manager and Engineer are synonyms.
GCC 1.1 (ee)	The Site is located at ***Construction of Motipur School Dekhi Bhusal Tole Hudai Park Jodne Sadak Upgrading Tulsipur 7 Dang***
GCC 1.1 (hh)	The Start Date shall be ***as per Work Order***
GCC 1.1 (ll)	The Works consist of ***Blacktop Works, RCC Drain Works etc.***
GCC 2.2	Sectional Completions are: ***Not applicable***
GCC 2.3 (i)	The following documents also form part of the Contract: ***Minutes between two parties of this Contract.***
GCC 3.1	The language of the contract is **ENGLISH/NEPALI** The law that applies to the Contract is the law of NEPAL
GCC 11.1	The Project Manager ***may*** delegate any of his duties and responsibilities.
GCC 12.1 (a)	The agreed electronic transmission shall be: ***[Insert E-mail or E-Fax or any other such means of Employer] and*** ***[Insert E-mail or E-Fax or any other such means of Contractor.]***
GCC 14.1	Schedule of other contractors: ***NA***
GCC 19.1	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/plants is : ***100% (i.e Replacement Cost)*** 4. The maximum deductible for insurance of immovable Equipment/plant is: ***as per the provision of Nepal Insurance Authority.*** 5. The minimum cover for loss of or damage to other property is: ***0.5Million*** 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

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	i. for the Contractor's employees is that specified in the Labor act of Nepal and ii. for other people is***: 0.7 million*** with an unlimited number of occurrences
GCC 20.1	Site Investigation Reports are: ***NA***
GCC 23.1	The following shall be designed by the Contractor: ***NA***
GCC 24.2	***Occupational Health and Safety Operating Manual 2080 By Department Roads***
GCC 26.1	The Site Possession Date(s) shall be: ***Within 7 days of signing the contract agreement***
GCC 30.1	The place of arbitration shall be: ***Kathmandu***
C. Time Control	
GCC 34.1	The Contractor shall submit for approval a Program for the Works within **15** days from the date of the Letter of Acceptance.
GCC 34.3	The period between Program updates is ***60*** days. The amount to be withheld for late submission of an updated Program is ***NRS 0.1 million***
D. Quality Control	
GCC 42.1	The Defects Liability Period is: ***365*** days.
E. Cost Control	
GCC 49.1	***NA***
GCC 53.1	The Contract ***is not*** subject to price adjustment, and the following information regarding coefficients ***does not*** 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 Project manager and attached as Annex-1.
GCC 53.6	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 Project manager and attached as Annex-1.
GCC 53.7	The Price Adjustment amount shall be limited to a maximum of : ***Not Applicable***
GCC 54.1	The proportion of payments retained is: 5 (five) percent.
GCC 55.1	The liquidated damages for the whole of the Works are 0.05 Percent of the final Contract Price (without VAT but including PS) per day. The maximum amount of liquidated damages for the whole of the Works is 10 Percent of the final Contract Price (without VAT but including PS).
GCC 56.1	The provision of bonus ***Not Applicable*** in the contract. If Applicable, the Bonus for the whole of the Works is 0.05 Percent of the final Contract Price (without VAT but including

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	PS) per day. The maximum amount of Bonus for the whole of the Works is ***[Insert Percentage]*** of the final Contract Price (without VAT but including PS).
GCC 57.1	The Advance Payments shall be: ***10 percent of Contract Amount without VAT and PS*** and shall be paid in two equal installments and to the Contractor. ***First 5 percent after the agreement and second 5 percent after full mobilization of men, material and equipment at site.***
GCC 57.3	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of ***20%*** of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.
GCC 57.4	Recover interest on the advance amount from the Contractor should be at a rate of **10 %**.
GCC 58.1	The Performance Security amount is: ***As per prevailing provisions in PPA and PPR***
G. Finishing the Contract	
GCC 71.1	The date by which operating and maintenance manuals are required is; ***NA***
GCC 71.2	The date by which "as built" drawings are required is: ***NA*** The amount to be withheld for failing to produce "as built" drawings and/or Operating and maintenance manuals is: ***NA***
GCC 72.3 (i)	The maximum number of days is: **200**
GCC 79.2	For GoN funded: For the purpose of Country of Origin: "all Countries"
GCC 80	The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions : a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 13; b. Certifying additional costs determined under General Conditions of Contract Clause 50; c. Determining start date under General Conditions of Contract Clause 1; d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 35; e. Issuing a Variation under General Conditions of Contract Clause 1 and 46, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. f. Adjustment of rates under General Conditions of Contract Clause 45;

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Section IX: 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.

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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 BDS/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.]

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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 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: ……

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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 Letter of Bid;
   (c) the Addenda Nos ..... ***[Insert addenda numbers if any]***
   (d) the Special Conditions of Contract;
   (e) the List of Eligible Countries as per GCC,
   (f) the General Conditions of Contract;
   (g) the Specification;
   (h) the Drawings;
   (i) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
   (j) Table of Price Adjustment Data
   (k) List of Approved Subcontractors
   (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

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Witness, Name Signature, Address, Date List of Approved Subcontractors

In accordance with GCC Sub-Clause 13.1, The following Subcontractors are approved for carrying out the work as specified below.

Name of Subcontractors	Description of Works	Value/Percentage of subcontract

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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.

<u>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.</u>.

……

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.*

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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 refrence number of the contract]*** ……dated …… ***[insert agreement date]*** with you, for the execution of ***.....[Insert name of the 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 .. ***[insert day]***..... day of ... ***[insert 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 expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

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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]***

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 andamount 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.*

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