

BIDDING DOCUMENT

For

The Construction

of

STORE SHED CONSTRUCTION WORKS

at

Central Store Thankot, Kathmandu

Contract No.

NDCL/WCSD/C/T 01-073/74

NEPAL TELECOM

WIRE LINE AND CUSTOMER SERVICE DIRECTORATE

Asoj 2073



Table of Contents

Invitation for Bids	3
Part - I Bidding Procedures	4
Section - I Instructions to Bidders	5
Section - II Bid Data Sheet.....	25
Section - III Evaluation and Qualification Criteria - N/A	
Section – IV Bidding Forms (BDF)	28
Part - II Requirements	32
Section - V Works Requirements – N/A	
Specifications.....	32
Drawings.....	56
Section - VI Bill of Quantities.....	62
Part - III Conditions of Contract and Contract Forms	69
Section - VII General Conditions of Contract.....	70
Section - VIII Special Conditions of Contract.....	90
Section - IX Contract Forms	93



नेपाल टेलिकम

(नेपाल दूरसंचार कम्पनी लिमिटेड)

वायरलाइन तथा ग्राहक सेवा निर्देशनालय

छाउनी, काठमाडौं

बोलपत्र आह्वानको सूचना

प्रथम पटक प्रकाशित मिति २०७३।०६।११

सूचना नं. NDCL/WCSD/C - T 01 - 073/74

यस विभाग अन्तर्गत थानकोट स्थित केन्द्रिय स्टोर परिसरमा **स्टोर सेड निर्माण कार्य** बोलपत्र प्रक्यावाट गराउनु पर्ने भएकोले नेपाल सरकारबाट इजाजत प्राप्त योग्य इच्छुक निर्माण व्यवसायीहरूबाट आफ्नो फर्म / कम्पनी दर्ता प्रमाण पत्र, मु.अ.कर (VAT) दर्ता प्रमाण पत्र तथा आ.व.०७२।७३ को कर चुक्ता प्रमाणपत्रको प्रमाणित प्रतिलिपि संलग्न गरी निम्न शर्तहरू तथा बोलपत्र फारामको शर्तहरूको अधिनमा रही निर्माण कार्यको बोलपत्र आह्वान गरिएको छ।

१. इच्छुक बोलपत्रदाताहरूले फिर्ता नहुने गरी तोकिएको रकम रु. १०,००० बुझाई निवेदन सहित यो सूचना प्रथम पटक प्रकाशित भएको मितिले ३० औं दिन सम्ममा यस निर्देशनालयको लेखा शाखाबाट बोलपत्र पुस्तिका खरिद गरि ३१ औं दिन, दिनको १२ बजेसम्म यस निर्देशनालयको दर्ता शाखामा दाखिला गर्न सक्नेछन्। तोकिएको मिति तथा समय भन्दा पछि बुझाएको बोलपत्र स्वीकार गरिने छैन।
२. बोलपत्र फाराम दर्ता गर्दा खाम बाहिर " **स्टोर सेड निर्माण कार्यको बोलपत्र**" भनि स्पष्ट उल्लेख गर्नु पर्नेछ।
३. इच्छुक योग्य बोलपत्रदाताहरूले यस निर्देशनालयबाट आवश्यक जानकारी हासिल गर्ने वा बोलपत्र पुस्तिका हेर्न सक्नेछन्। **यस बोलपत्र अनुसार गरिने कामको प्रकृति Structural steel संग सम्बन्धित भएकोले बोलपत्र पेश गर्नु पूर्व बजार तथा साइटको जानकारी राख्न हुन अनुरोध छ।**
४. प्राप्त भएका बोलपत्रहरू, बोलपत्र दाखिला गर्ने अन्तिम दिनको २.०० बजे उपस्थित भएका बोलपत्रदाता वा प्रतिनिधिहरूको रोहवरमा माथि उल्लेखित स्थानमा खोलिने छ। कुनै वा सबै बोलपत्रदाता वा निजको प्रतिनिधि उपस्थित नभएमा पनि बोलपत्र खोल्न बाधा पुग्ने छैन।
५. बोलपत्र पेश गर्दा बोलपत्र साथ जमानत वापतको तपशिलमा उल्लेखित रकम यस कम्पनीको पुल्चोक स्थित नवील बैंक मा रहेको खाता नं. ०२०६०१७५००२५८ मा जम्मा गरेको सकल बैंक भौचर वा नेपाल राष्ट्र बैंकबाट मान्यता प्राप्त "क" श्रेणीको वाणिज्य बैंकहरूमध्येबाट बोलपत्र दर्ता गर्ने अन्तिम मितिले घटिमा ६ महिना म्याद रहेको यस कम्पनीको नाममा जारी गरिएको सकल बैंक जमानती पत्र (Bid Security) अनिवार्य संलग्न हुनु पर्ने छ।
६. बोलपत्र खरीद गर्ने, दाखिला गर्ने र खोल्ने अन्तिम दिन बिदा परेको खण्डमा त्यसको लगत्तै कार्यालय खोलेको दिन सोहि समयमा बोलपत्र खरीद गर्ने, दाखिला गर्ने र खोल्न सकिने छ।
७. यो सूचना नेपाल टेलिकमको वेबसाइट www.ntc.net.np मा पनि हेर्न सकिनेछ। साथै Nepal Telecom को E-Procurement Website, <http://eproc.ntc.net.np> माफत e-Bidding प्रक्यावाट पनि बोलपत्र दर्ता गर्न सकिनेछ।
८. बोलपत्र आह्वानको विस्तृत सूचना बोलपत्र पुस्तिकामा समावेश गरिएको छ। बोलपत्र मूल्याङ्कन सोही विस्तृत सूचना बमोजिम हुनेछ।
९. प्राप्त बोलपत्र स्विकृत गर्ने वा नगर्ने अधिकार यस निर्देशनालयमा निहित हुने छ।
१०. निर्माण कार्यको विवरण निम्नानुसार रहेको छ।

सि. नं.	ठेक्का नं.	निर्माण कार्यको विवरण	ल.ई.रकम (भ्याट बाहेक)	धरौटी रकम
१	NDCL/WCSD/C-T 01-073/74	स्टोर सेड निर्माण कार्य।	रु.१,६३,४५,४९.२६९	रु. ४,१०,०००।००

Part - I

BIDDING PROCEDURES

SECTION - I

Instructions to Bidders

A. General	
1. Scope of Bid	<p>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 as specified in Section V (Works Requirements). The name, identification, and number of Contracts of the National Competitive Bidding (NCB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form and delivered against receipt; (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	<p>2.1 In accordance with its annual program and budget, approved by the employer, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget from its own source of fund, to eligible payments under the contract(s) for which this Bidding Document is issued.</p>

3. Fraud and Corruption	<p>3.1 The Government of Nepal (GoN) requires that the Procuring Entities as well as bidders, suppliers and contractors, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Employer;</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (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
--------------------------------	--

	<p>to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(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.</p> <p>(iv) “obstructive practice” means:</p> <p>(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</p> <p>(bb) acts intended to materially impede the exercise of the employer’s inspection and audit rights provided for under sub-clause 3.5 below.</p> <p>(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>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 :</p> <p>(a) give or propose improper inducement directly or indirectly,</p> <p>(b) distortion or misrepresentation of facts,</p> <p>(c) engaging in corrupt or fraudulent practice or involving in such act,</p> <p>(d) interference in participation of other competing bidders,</p> <p>(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,</p> <p>(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,</p> <p>(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.</p> <p>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:</p> <p>(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,</p> <p>(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder’s qualification information,</p> <p>(c) if it at any time determines that the firm has, directly or through an</p>
--	---

	<p>agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.</p> <p>3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and the employer, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO.</p> <p>3.5 The Contractor shall permit the employer 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 employer, if so required by the employer.</p>
4. Eligible Bidders	<p>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:</p> <p>(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. The qualification requirement of the parties to the JV shall be as specified in Section III Evaluation and Qualification Criteria, and</p> <p>(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.</p> <p>4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. 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 or suppliers for any part of the Contract including related services.</p> <p>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:</p> <p>(a) they have controlling partners in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p> <p>(c) they have the same legal representative for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) A Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. Participation by</p>

	<p>a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or</p> <p>(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or</p> <p>(g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.</p> <p>4.4 A firm that is under a declaration of ineligibility in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>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.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p>
	4.8 The bidder shall meet the eligibility criteria specified in section III (Evaluation and Qualification Criteria) of bid document.
5. Eligible Materials, Equipment and Services	<p>5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above 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.</p> <p>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.</p>
B. Contents of Bidding Documents	
6. Sections of Bidding Document	<p>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.</p> <p>PART I Bidding Procedures</p> <p>Section I Instructions to Bidders (ITB)</p> <p>Section II Bid Data Sheet (BDS)</p>

	<p>Section III Evaluation and Qualification Criteria (EQC)- N/A</p> <p>Section IV Bidding Forms (BDF)</p> <p>PART II Requirements</p> <p>Section V Works Requirements (WRQ) – N/A</p> <p>Section VI Bill of Quantities (BOQ)</p>
	<p>PART III Conditions of Contract and Contract Forms</p> <p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms (COF)</p> <p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p> <p>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.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
<p>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</p>	<p>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 shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is received 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 22.2.</p> <p>7.2 The Bidder is encouraged 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 construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>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.</p> <p>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</p>

	<p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p> <p>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.</p> <p>7.7 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
8. Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing agenda.</p> <p>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.</p> <p>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 22.2</p>
C. Preparation of Bids	
9. Cost of Bidding	<p>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.</p>
10. Language of Bid	<p>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.</p>
11. Documents Comprising the Bid	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid; (b) completed Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS; (c) Bid Security, in accordance with ITB 19; (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (f) documentary evidence in accordance with ITB 17 establishing

	<p>the Bidder's qualifications to perform the Contract;</p> <p>(g) Technical Proposal in accordance with ITB 16;</p> <p>(h) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and</p> <p>(i) Any other document required in the BDS.</p>
12. Letter of Bid and Schedules	12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. 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	NA
14. Bid Prices and Discounts	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.</p> <p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV (Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. 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 covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.</p> <p>14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract.</p> <p>All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.</p>
15. Currency of Bid	15.1 The currency of the bid and payment shall be in Nepalese Rupees.

and Payment	
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish 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' proposal to meet the work requirements and the completion time.
17. Documents Establishing the Qualifications of the Bidder	17.1 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 in Section IV (Bidding Forms).
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 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 19, 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.</p>
19. Bid Security	<p>19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.</p> <p>19.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional bank guarantee from "A" class commercial bank or; (b) A cash deposit voucher in the Employer's Account as specified in BDS. <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 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 original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.3 The bid security issued by any foreign Bank outside Nepal must be</p>
	counter guaranteed by an "A" class commercial Bank in Nepal.

	<p>19.4 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.</p> <p>19.5 The bid security of unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1 and 39.1.</p> <p>19.6 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> (a) a Bidder requests for withdrawal or modification of its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2 (b) a bidder does not accept the correction of arithmetical errors pursuant to clause 31.1 ; (c) a bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1; (d) a bidder involves in fraud and corruption pursuant to clause 3.1; (e) the successful Bidder fails to: <ul style="list-style-type: none"> (i) furnish a performance security in accordance with ITB 38.1; or (ii) sign the Contract in accordance with ITB 39.1 <p>19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it ORIGINAL". 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.</p> <p>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 21.1(b), If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).</p> <p>20.2 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</p>

	the person signing the bid.
	20.3 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

21. Sealing and Marking of Bids	<p>21.1 Bidders may always submit their bids by mail or by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows</p> <p>(a) Bidders submitting bids by mail, by hand or by courier</p> <p>i. Bidders shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>ii. The inner and outer envelopes shall:</p> <p>(aa) bear the name and address of the Bidder;</p> <p>(bb) be addressed to the Employer as provided in BDS 22.1;</p> <p>(cc) bear the specific identification of this bidding process indicated in BDS 1.1; and</p> <p>(dd) bear a warning not to open before the time and date for bid opening.</p> <p>iii. 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.</p> <p>(b) Bidders submitting bids electronically</p> <p>Bidders shall follow the electronic bid submission procedures specified below:</p> <p>i. For e-submission, the bidder is required to register in the e-proc portal https://www.eproc.ntc.net.np. for downloading and submitting the bid electronically.</p> <p>ii. Interested bidders may either purchase the bidding documents from the employer's office as specified in the invitation for bid (IFB) or bidders registered in the e-proc portal of Nepal Telecom may download the bidding document from http://www.eproc.ntc.net.np after login. If bidders choose to download the bidding document and submit the bid electronically, then the cost of the bidding document shall be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt</p>
--	--

should also be submitted along with the electronic bid files.

- iii. The bidder shall then prepare/fill the documents and forms included in the issued bid documents or the downloaded bid documents from the e-proc portal of Nepal Telecom - <http://www.proc.ntc.net.np>. as applicable. The required documents and forms shall be prepared in PDF form and/or shall be filled in the web forms in the e-proc system as specified below.

S. N.	Document	Requirement	Remarks
1	Letter of Bid	Mandatory	PDF/Web Forms
2	Bid Security (Bank Guarantee)	Mandatory	PDF
3	Company registration	Mandatory	PDF
4	VAT registration	Mandatory	PDF
5	Tax clearances certificate or evidence of tax return submission	Mandatory	PDF
6	Power of Attorney of Bid signatory	Mandatory	PDF
7	Declaration Letter	Mandatory	PDF
8	Bank Voucher for cost of bid document	Mandatory	PDF
9	Joint venture agreement	Mandatory	Mandatory in case of JV Bids Only
10	Qualification Information	Mandatory	Web Forms (Experience, Turnover, etc.)
11	Applicable Price Adjustment Table	Mandatory	If applicable
12	Completed BOQ	Mandatory	Web Forms

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.

	<p>iv) The Bidder shall then upload the PDF bid files and submit the complete bid online through e-proc portal of Nepal Telecom- http://www.eproc.ntc.net.np within the specified date and time.</p> <p>v) Bidders are advised to download the bid submission report to ensure that all the documents/ files are up to date and complete.</p> <p>vi) The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;</p> <p>aa) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying as per ITB Clause 21.1(d)) shall be considered incomplete and rejected for further bid evaluation.</p> <p>bb) In addition to electronically submitted PDF files/web forms, the Bidder shall be required to submit original bid security letter/ documents and clarifications as specified in ITB Clause 27.3. If a bidder does not submit the original Bid security letter and requested documents and or clarifications within the specified time limit then the bid shall not be considered for further evaluation.</p> <p>cc) If major discrepancy is found between the electronically submitted PDF bid files and the documents/ clarifications provided by the Bidder as per ITB Clause 27.3, then the bid shall not be considered for further evaluation.</p> <p>dd) 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-proc portal of Nepal Telecom http://www.eproc.ntc.net.np as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</p> <p>ee) When a bidder submits electronic bid through the Nepal Telecom e-proc 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.</p> <p>ff) Bidders who submit electronic bid should deposit the bidding document fee as specified in IFB and upload the scan copy (in pdf format) of the deposit voucher at the time of bid submission. The deposited amount shall be verified by the Employer during the bid evaluation process. The submitted Bid shall be non-responsive and shall not be evaluated if the cost for bidding document is not deposited as specified in the IFB.</p>
22. Deadline for Submission of Bids	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>In case of e-submission, the standard time for e-submission is Nepalese Standard Time as set out in the server. The e-procurement 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.</p>

	22.2 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.
23. Late Bids	23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
24. Withdrawal, and Modification of Bids	<p>24.1 A Bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-submission. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p>(i) Bids submitted in hard Copy</p> <p>a) 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 20.2. The corresponding modification of the bid must accompany the respective written notice. All notices must be:</p> <p>(aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and</p> <p>(bb) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>ii) E-submitted bids.</p> <p>a) Bidder may submit modification or withdrawal through e-GP system by uploading PDF scan copy of their “Modification” or “Withdrawal letter duly signed by an authorized representative and a written Power of Attorney of the signatory for modification or withdrawal duly signed by Authorized representative of the firm/all partners in case of Joint venture. Once a Bid is withdrawn, bidder won’t be able to submit another bid response for the same bid.</p> <p>b) Withdrawal and modification of bids through hard copy shall not be considered in case of e-submitted bids</p> <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening.</p> <p>24.3 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 Letter of Bid or any extension thereof.</p>
25. Bid Opening	<p>25.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders’ designated representatives and anyone who choose to attend.</p> <p>25.2 The Employer shall download the e-submitted bid files. The e-procurement system allows the Employer to download the e-</p>

	<p>submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the Bid opening committee.</p> <p>25.3 Electronically submitted 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 bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p> <p>25.4 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 bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.</p> <p>25.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation.</p> <p>No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.</p> <p>25.6 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; 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.</p>
--	---

E. Evaluation and Comparison of Bids

26. Confidentiality	<p>26.1 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.</p> <p>26.2 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.</p>
----------------------------	---

	<p>26.3 Notwithstanding ITB 26.2, 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.</p>
<p>27. Clarification of Bids</p>	<p>27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, 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 prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 11.1 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>27.2 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 may be rejected.</p>
<p>28. Deviations, Reservations, and Omissions</p>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
<p>29. Determination of Responsiveness</p>	<p>29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.</p> <p>29.2 A substantially responsive 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,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;</p> <p>or</p> <p>(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</p>

	<p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>29.3 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 V (Works Requirements) have been met without any material deviation, reservation or omission.</p> <p>29.4 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.</p>
30. Nonconformities, Errors, and Omissions	<p>30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid.</p> <p>30.2 Provided that a 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 bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may 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).</p> <p>30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid.</p> <p>30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.</p>
31. Correction of Arithmetical Errors	<p>31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) if there is a discrepancy between words and figures, the amount</p>

	<p>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) and (b) above.</p> <p>31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p>
32. Evaluation of Bids	<p>32.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>32.2 To evaluate a bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the bid price, excluding Value Added Tax , Provisional Sums, and the provision, if any, for contingencies in the Summary Bill of Quantities, for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) adjustment for nonconformities in accordance with ITB 30.3; (e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria); <p>32.3 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.</p> <p>32.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>32.5 If the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p>32.6 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</p>

	Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.
33. Comparison of Bids	33.1 The Employer shall compare all substantially responsive bids in accordance with ITB 32.2 to determine the lowest evaluated bid.
34. Qualification of the Bidder	<p>34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	35.1 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 the Bidders.

F. Award of Contract

36. Award Criteria	36.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
37. Letter of Intent to Award the Contract/Notification of Award	<p>37.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 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.</p> <p>37.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 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.</p>
38. Performance Security	38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any

	<p>foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>38.2 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 lowest evaluated Bidder 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 37.</p>
39. Signing of Contract	<p>39.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 38.1.</p> <p>39.2 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 Development Committee, District Administration Office and District Treasury and Controller Office. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, 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</p> <p>39.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 37.1 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.</p>
40. Complaint and Review	<p>40.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in 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 37.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>40.2 Late application filed after the deadline pursuant to ITB 40.1 shall not be processed.</p> <p>40.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 40.1:</p> <p>(a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or</p> <p>(b) to reject the application.</p> <p>The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 40.4.</p> <p>40.4 If the Bidder is not satisfied with the decision of the Public Entity in</p>

	<p>accordance with ITB 40.3, is not given within five (5) days of receipt of application pursuant to ITB 40.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee 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 is more than Rupees Twenty Million (Rs. 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.</p> <p>40.5 Late application filed after the deadline pursuant to ITB 40.4 shall not be processed.</p> <p>40.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 40.4, the Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 40.3.</p> <p>40.7 Within three (3) days of receipt of the notification pursuant to ITB 40.6, the Public Entity shall furnish the copy of the related documents to the Review Committee.</p> <p>40.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month of the receipt of the application filed by the Bidder, pursuant to ITB 40.4.</p> <p>40.9 The Bidder, filing application pursuant to ITB 40.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to zero point five percent (0.5%) of its quoted Bid amount with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 40.4.</p> <p>40.10 If the claim made by the Bidder pursuant to ITB 40.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 40.9, within seven (7) days of such decision made.</p>
--	--

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 name of the Project : STORE SHED CONSTRUCTION WORKS at Central Store Thankot , Kathmandu.
ITB 1.1	The Employer : Nepal Telecom, Wire Line and Customer Service Directorate. Chhauni Kathmandu
ITB 1.1	The Name of bidding process is: NCB post Qualification. The identification number of the bidding process : NDCL/WCSD/C/T 01-073/74)
ITB 2.1	Source of Fund: Nepal Telecom The implementing agency : Nepal Telecom
ITB 4.1a	Eligible bidder: Domestic bidder registered in Nepal
ITB 4.2	Eligible countries: Nepal

B. Bidding Document

ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Wire Line and Customer Service Directorate. Chhauni Kathmandu Address: Chhauni Kathmandu. Country: Nepal Telephone: : 4-275450 Facsimile number: 4-275450 Electronic mail address: Request for clarification should be received by the employer no later than: 10 days prior to the deadline of submission of bids
ITB 7.4	A Pre-Bid meeting shall take place. It will be held at the following date, time and place. Date: 21st day of issue of notice. Time: 1:00PM Place: Nepal Telecom, Wire Line and Customer Service Directorate. Chhauni Kathmandu
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 : English
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: Construction schedule
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: N/A
ITB 14.5	The prices quoted by the Bidder “ shall not be ” subject to price adjustment.
ITB 14.6	The prices quoted by the Bidder “ shall not be ” subject to adjustment during the performance of the Contract.
ITB 14.5	The date for all duties, taxes, and other levies payable by the Contractor under the contract or for any other cause, as of the date 30 days prior to the deadline for submission of bids
ITB 18.1	The bid validity period shall be: 90 days after the deadline for bid submission.
ITB 19.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of Rs. 4,10,000.00 , which shall be valid for 30 days beyond the validity period of the bid (i.e., 120 days after the deadline for bid submission).
ITB 19.2 (b)	Account Name: Nepal Telecom, Wire Line and customer Service Directorate Bank Name: Nabill Bank Ltd., Pulchowk Lalitpur Bank Address: Pulchowk , Lalitpur Account Number: 0206017500258

ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p>(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</p> <p>(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.</p>
D. Submission and Opening of Bids	
ITB 21.1	Bidders shall have the option of submitting their bids electronically.
ITB 22.1	For bid submission purposes only, the Employer’s address is :

	<p>Address : Nepal Telecom, Wire Line and customer Service Directorate, Chhauni Kathmandu.</p> <p>The deadline for bid purchase is :</p> <p>Date : 2073/07/10</p> <p>The deadline for bid submission is :</p> <p>Date : 2073/07/11</p> <p>Time : 12:00 pm</p>
ITB 25.1	<p>The bid opening shall take place at :</p> <p>Address : Wire Line and customer Service Directorate, Chhauni Kathmandu.</p> <p>Date : 2073/07/11</p> <p>Time : 2:00 pm</p>
E. Evaluation and Comparison of Bids	
ITB 32.5	<p>If the bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. Otherwise it shall be as per public procurement act 2073 (Ammendment dated 2073/3/30)</p>

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 Bid

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

Date:

Name of the contract:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

- (b) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (c) We offer to execute in conformity with the Bidding Documents the following Works:
- (d) The total price of our Bid, excluding any discounts offered in item (d) below is:
- (e) The discounts offered and the methodology for their application are:
- (f) Our bid shall be valid for a period of *insert validity period as specified in ITB 18.1* 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;
- (g) 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, other than alternative offers submitted in accordance with ITB 13;
- (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.

- (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 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 understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:
- (p) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name:

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Bid Security

Bank Guarantee

***Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the 'A' class Commercial Bank)***

Beneficiary: ***name and address of Employer***

Date:

Bid Security No.:

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

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

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

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; 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.
- (d) is involved in fraud and corruption in accordance with the ITB

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 later than the above date.

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

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

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

Note:

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

Specifications

CHAPTER I: GENERAL SPECIFICATION (CIVIL WORK)

NOTE:

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

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

2. The work shall be related to the drawing which the Contractor is presumed to have studied. Nothing extra will be paid for any item because of its shape, location or other difficult circumstances, even if the schedule makes no distinction, as long as the item is shown in the drawing.
3. The source of materials stated in the specifications are those from which materials are generally available. However, materials not conforming to specifications shall be rejected even if they come from the stated sources. The Contractor should satisfy himself that sufficient quantity of materials of acceptable specification from the stated or other sources.
4. "Owner" shall mean Nepal Doorsanchar Company Ltd.
5. "Site Engineer" shall mean the employees deputed by the owner.
6. The requirements of the specifications under (A) GENERAL, (B) MATERIALS shall be fulfilled by the Contractor without extra charge i.e. the item rates quoted shall be deemed to have taken these specifications into account.

(A) GENERAL

1. Office Accommodation and WC for Contractor

The Contractor shall provide at his own expense adequate temporary accommodation and toilet facilities for his workmen and keep the same in good order. This may be done to suit site condition with the approval of Site engineer. The above mentioned temporary structures shall be removed on the completion of work at Contractor's own cost. All materials shall belong to the contractor.

2. Boards

A board of size approximately 215cm x 200cm shall be made and put at an approved place on the site. This board shall be painted in approved colour with names of (a) The proposed construction and Owner (b) the Contractor. This shall be provided by the Contractor at his own expense.

3. Drawing, Instructions, Measurements:

All the work shall be done according to the drawing and instruction of the Site Engineer, and the Contractor shall arrange to test materials and or portions of the work at his own cost in order to prove their soundness and sufficiency. If after any work or position of work is found to be defective or unsound, the Contractor shall pull down and re execute the same at his own cost. Defective materials shall be removed from the site.

4 Preparing & Clearing the Site

The site described and shown on the plans shall be cleared of all obstructions, loose stones and materials, rubbish of all kinds as well as brushwood. All holes or hollows whether originally existing or produced by removal of loose stone or brushwood shall be carefully filled up with earth, well rammed and levelled off as directed. Also the Contractor shall dress the site 3m (10ft) all round the building after completion, maximum cutting or filling being 30cms (12 inches). No extra shall be paid for this.

5 Trees

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

6 Measuring Materials

Materials requiring measuring shall be measured separately in boxes of appropriate sizes before being mixed.

7 Temporary Protection

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

8 Quality of Work

Materials, tools and plants, and workmanship shall be the best of several kinds obtainable in the market and as approved by the Site Engineer.

9 Leave Clean:

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

10. Samples (of Pits & OFC related Job)

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

11. Provisional Items

All provisional items in the schedule shall be carried out at the discretion of the Site Engineer, and may or may not form part of the contract, the rates shall be settled as for extra items as stated in the conditions of contract.

12. Storage

Safe, dry and proper storage shall be provided for all materials (including of PLHDPE Pipes and concerned tools). For cement storage capacity should be equal to at least one fourth the total quantity to be used but may not exceed 40 tonne (i.e. 800 bags).

(B). MATERIALS

13. Water:

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

14. Earth

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

15. Sand

The fine aggregate (sand) shall conform to either IS 383-1970 or, IS 515-1959. Sand shall be clean river or pit sand of approved quality and free from salt, earth, dust or other impurities. Sand containing more than 4 to 6% of clay, dust and silt shall be washed with clean water. Sand for all cement concrete works must be coarse. Medium sand may be used in cement mortar for masonry, plastering, pointing etc & bituminous work of road. Sand filling in plinth, where specified may be done with fine sand. The fineness modulus of fine sand should not be less than one.

16. Portland Cement

Ordinary Portland Cement shall conform to IS 269-1976. Cement should be fine. Its chemical composition, consistency, tensile and compressive strength, soundness, setting time must be according to I.S. It should be packed in gunny bags or waterproof paper bags and should be free from lumps. It should be stored in a weatherproof building on a floor at least 30cm high from floor level. It should be stacked 60 cm clear from the walls, and stored in such manner that permits of easy access of inspection. It should also stacked in not more than 6 layers high to prevent bursting of bottom bags.

17. Stone

Stone for rubble masonry shall be of the best of its kind. It shall be strong, angular, free from flakes and must be of quality approved by the site Engineer. No earthy or discoloured, weather or water worn stone shall be used. Stone in foundations shall be from local quarries or from any other place as approved by the site Engineer. Stone for stone masonry shall be of the type specified. It shall be hard, sound, durable free from decay and weathering. Stone with round surface shall not be used. Before starting of work, the contractor shall get the sample of stone approved by the site in charge. Size of the stones shall be as specified.

18. Cement Mortar

Cement mortar shall be of proportions specified for each type of work in the schedule. It shall be composed of Portland cement and sand. The ingredients shall be accurately gauged by measure and shall be well and evenly mixed together in a mechanical pan mixer, care being taken not to set shall be used. River sand shall be used unless otherwise specified. If hand is allowed then it shall be done in brick tanks. The gauged materials shall put in the tank and mixed dry. Water will then be added and the mixed again until it is homogeneous and of uniform colour. Required quantity of cement shall be mixed at one time and shall not be such to exceed mortar amount that can be consumed within half an hour of its mixing.

19. Coarse Aggregate

Coarse aggregate shall conform to IS 383-1970. Aggregate shall be crushed gravel or crushed rock and shall be free from vegetable matter, loam, clay & soil. If required, aggregates shall be thoroughly washed in clean water of concreting quality (potable water) to achieve the specified freedom from contamination and to keep dust free before being used in concrete.

20. Bricks

All bricks shall be of good quality, approved by the site Engineer. The bricks shall be free from grit and other impurities such as lime, iron, and other deleterious salts, well burnt, copper coloured, sound, hard, square with sharp edges and shall give ringing sound when struck with a mallet. They shall be of uniform size. No brick after 24 hours immersion in water shall absorb water more than 15% of its weight. Machine made bricks shall be of best quality and approved by the site Engineer before use. Chimney made local bricks shall be of best quality available, satisfying above mentioned properties. Bricks shall have a minimum crushing strength of 105 kg/cm².

21. Steel

The reinforcement shall be plain round bars of mild steel, deformed steel or ribbed steel as specified. Mild steel and medium tensile steel bars shall conform to IS 432-1966 (part 1), cold twisted bars shall conform to IS 1786-1979 & Hot rolled deformed bars shall conform to IS 1139-1966. The reinforcement shall be free from fillings, loose rust, mill scale, paint, oil, grease, adhering earth, or any other material that, in the opinion of the site Engineer may impair the bond between the concrete and the reinforcement or that causes corrosion of the reinforcement or disintegration of the concrete. The certificates shall be required from the suppliers, for each lot of reinforcement produced, and in addition, the contractor must undertake tensile and bending tests on random samples of the reinforcement delivered to the site. All steel, which is represented by a sample, which fails to reach the minimum requirements as per schedule is to be removed from the site immediately.

SPECIFICATION OF ITEMS

1. EARTHWORK EXCAVATION

Earthwork in excavation in trenches, foundation etc. in all kinds of soil including timbering and shoring, pumping out water from the trenches (if necessary), dressing of sides, ramming of bottom, lift up to 2.5 m stacking of excavated materials at least 1.0 m from the edge of foundation trench and then returning the stacked soil in 15cm layers when required in plinth, under floors, sides of foundation trench, consolidating and depositing the layer by ramming and watering and then disposing of all surplus excavated soil as directed within a lead of 5 km.

(a) EXCAVATION

The foundation trenches shall be dug to the dimensions shown on the drawings and to depth at which in the opinion of the site Engineer a stratum of good hard soil is met with. The excavation shall be carefully dug out to the levels, shapes and dimensions as shown or figured on the drawings or as directed by the site Engineer to receive the concrete work. Should any of the excavation be taken down below the proper levels, the contractor shall fill in such excavation at his own expense with concrete well rammed in position until it is brought up to the proper levels; filling in which excavated materials will not be allowed for this purpose. No extra charge will be given for the lift of the excavated materials up to 2.5 m. The excavated earth shall be stacked at least 1.0m from the edge of foundation trench. If the trenches are made broader or longer than directed, the extra length and breadth shall be filled in, after the foundation is built, with earth rammed hard, by the contractor at his own cost. The contractor shall at his own expense make provision for all or extra excavation in slope, working spaces, including spaces for pumping, dredging or bailing out water and these trenches shall be kept free from water while the foundation work is in progress. The contractor shall also at his own cost remove such portions of boulders or rocks, as are required to make the bottom of the trench horizontal and level. Nothing extra shall be admissible for pumping and/or bailing out water unless otherwise taken separately in the schedule. The trenches or pits shall be inspected by the site in charge before the concrete is laid there in, when the trench level shall be recorded. The filling in of side of trenches or pits shall be done in not more than 15 cm layers. Each layer shall be flooded with water and rammed hard before adding the next layer. Such fillings shall be brought upto the ground level without extra charge and shall form part of the item of excavation.

(b) Timbering of Trenches

When the trenches are to be taken deep, the sides of the trenches shall be protected by erecting timber shoring and strutting as directed by site Engineer. Nothing extra on this account shall be admissible unless otherwise taken separately in the schedule.

(c) Trimming and Levelling

The bottom of all excavation should be trimmed and levelled in accordance with the drawing. Bottom of the trenches shall be rammed and watered before concrete is deposited.

(d) Classification of soil

All soils shall be taken as ordinary soil unless hard work or old masonry or concrete or block kankar or running sand which requires special treatment for the purpose of excavation are met with when an additional item shall be formed. Ordinary pebbles or kankar shall be taken under ordinary soil for which nothing extra will be paid.

(e) Disposal

Disposal of the surplus earth will be done within the area as directed by the owner.

Measurement

Measurement shall be the product of the exact length and width of the lowest step of the footings according to the drawing or the site Engineer's instructions and the depth measured vertically. Where the ground is not level, average depth shall be taken.

2. EARTHWORK IN FILLING

Earthwork in filling in Trenches shall be in 30 cm.layers. This shall be done with good excavated earth. Extra care should be taken not to do any kind of damage to the laid ducts.

Measurement

Measurement shall be in cubic metre of actual work done. For earth brought from outside, measurements shall be taken of the consolidated earth.

3. BRICK SOLING

Dry brick soling in foundation and floor with local chimney made bricks as specified under specification (civil) article 20, and laid flat or on edge with close fine points & with frog upwards on a cushion of 12mm to 25mm of sand. All bricks shall be laid closely with brake joints and the small gaps between them shall be filling up with local fine sand.

4. PLAIN CEMENT CONCRETE WORK IN FOUNDATION AND FLOOR

Plain cement concrete in foundation of walls, at Trench and floors with cement, and stone ballast including mixing, laying, finishing to approved level, lines and dimensions, curing, including centring, shuttering all complete.

(a) Materials(i) Aggregate

Broken hard stone as specified under the schedule of maximum size of 38 mm (1 1/2") in specification (civil) article 19.

(ii) Cement

Portland cement as per specification (civil) article 16.

(iii) Sand

Sand as per specification (civil) article 15.

(b) Proportion

1 parts cement, 3 parts sand, 6 parts aggregates.

(c) Mixing

All proportions shall be by volume except cement which shall be proportioned by weight and as specified. Mixing shall be in a mechanical mixer as per specifications of reinforced concrete work. However, in special cases, hand mixing may be allowed by site Engineer when the following procedure shall be adopted. The several materials shall be accurately gauged in boxes and thoroughly mixed on a water tight platform of adequate size, being turned over at least thrice till the colour is uniform and then twice wet. Water shall be added gradually and no more than necessary to sufficiently wet the materials. Only that much concrete shall be mixed which can be used within half an hour. Each stack shall however be not larger than consuming one bag of cement. All such stacks shall be placed distinct from each other. In case hand mixing is allowed, the contractor shall put in 10% more cement than specified without extra charge.

(d) Strength of Concrete

The compressive strength of the concrete at 28 days shall not be less than 100 kg/cm² for (1:3:6) mix or such other strength as described on the drawings. The compressive strength shall be ascertained by standard tests, if described by the site Engineer.

(e) Laying

Concrete shall be laid in horizontal layers of not more than 15 cm (6") thick and gently rammed.

(f) Curing

After laying, the concrete shall be kept wet for fifteen days. If cast in hot weather, it shall be covered with gunny bags which shall be kept constantly wet. Other work on concrete shall not start until after three days of laying the concrete.

Measurement

Measurement shall be in cubic metre of exact length, breadth and depth as ordered by the owner. This shall be inclusive of any centring or shuttering required to complete the items. Rate shall include all materials and labour.

5. BRICKWORK IN FOUNDATION AND SUPERSTRUCTURE

Brickwork in foundation and superstructure with approved machine made/Chimney bricks in perfect line and level, finishes including wetting the bricks, packing the joints and curing the work complete in all types of walls, columns etc in m³

- (i) In cement sand mortar (1:3)
- (ii) In cement sand mortar (1:4)
- (iii) In cement sand mortar (1:6)
- (iv) In cement sand mortar (1:8)

(a) Materials(i) Machine made bricks/ Chimney bricks

Bricks shall be of approved quality as per specification. Bricks to be used shall be immersed in clean water in a tank of sufficient size for at least 12 hours.

(ii) Cement Mortar

As per specification (civil) article 18 and in the specified proportions.

(b) Laying

Beds of courses should be as nearly perpendicular as possible to the line of pressure. A systematic bond must be maintained throughout the whole work and perpend must be continuous in alternate courses. All bricks must be well bedded and all joints should be of uniform thickness of 10cm. The owner reserves the right to reject any brick which may have an injurious effect. All courses shall be in true level and in perfect bond and filled with mortar to provide a thoroughly water resistant structure. All brickwork should be vertical and true to line and dimension level. No chipping or rubbing of the face shall be allowed. Partitions wall of half brick shall be reinforced with 6 mm ms bars laid vertical at every three bricks and horizontally at every six layers. Brickwork, carried out shall be to true to level and in plumb. Steps left temporarily during construction, should not exceed 8 courses in depth. When brickwork of any portion is to be delayed, it must be raked back in regular steps of one course each at an angle not exceeding 45. When work has been left off at night, fillets of mortar about 38mm high should be made round the edges and water filled in. A brickwork must be kept wetted for at least 7 to 10 days. In honeycomb brickwork all bricks should have a bearing of not less than 25mm. All brickwork must be stopped during frosty weather. Newly built work should be kept well covered during frost time.

(c) Fair faced brickwork

Where wall is to be finished with a fair face, the exposed surface of brick should be free from defects and the joints should be finished flush as the works proceed. The fair faced brickwork shall be kept perfectly clean and no rubbing down of brickwork shall be allowed. Where brickwork is to be plastered, the joints shall be raked out as the work proceeds.

Measurement

The measurement of work shall be the product of length, height & thickness. All thickness of brickwork shall be measured as per drawings. Deductions for doors, windows and other openings including lintels shall be made to arrive at the net quantity of work. Nothing shall be paid extra for forming such openings. However, no deduction shall be made for areas less than 1 sq. ft. over all bearing of lintels, beams, girders and hold fasts blocks, but extra shall be paid for embedding these. Similarly, no deductions shall be allowed for rendering the flue opening specified. Brickwork covering R.C.C. structure and in continuation of the main wall, shall be measured in thickness nearest to the figures shown in the drawings. Unless otherwise nothing extra shall be admissible for cutting in brickwork to suit R.C.C. and other structures. Rate shall be inclusive of all necessary scaffolding, material, labour, curing, and keeping fair faced brickwork free from mortar at all times and cleaning the work at completion.

6. STONE BOULDER SOLING IN FOUNDATION AND FLOOR

Stone boulder soling in foundation and floor with stones of approved size and quality to specified level, lines and dimensions, all complete, in m³.

(a) Materials

The stone shall be hard, tough, sound and durable. No stone shall be more than 15cm in size. Size and quality of stone should be as per specification (civil) article 17, and should be approved by the owner.

(b) Laying

Stones should be laid on its natural bed to approved level.

Measurement

Measurement shall be in cubic metre of exact length, breadth and depth. Rate shall include all materials, labour, etc, all complete.

7. PLAIN CEMENT CONCRETE IN FLOORING

Plain cement concrete (1:2:4) flooring with cement, sand and stone ballast, including laying in panels (the side of the panels shall be bounded with teak wood batten or flat iron bars of same size and fixed with weak mortar or with nails or hooks), providing proper slope for draining wash water, all complete, in m².

- (i) 25 mm thick P.C.C. (1:2:4) flooring.
- (ii) 38 mm thick P.C.C. (1:2:4) flooring.
- (iii) 50 mm thick P.C.C. (1:2:4) flooring.
- (iv) 75 mm thick P.C.C. (1:2:4) flooring.
- (v) 100mm thick P.C.C. (1:2:4) flooring.

(a) Materials

(i) Cement

Portland cement as per specification (civil) article 16.

(ii) Sand

as per specification (civil) article 15.

(iii) Aggregate

Broken stones 19mm maximum size graded down, or as specified in the schedule of specification (civil) article 19.

(b) Preparation of sub-grade

The sub- grade shall be cleared of all loose earth, rubbing, and other foreign matter. If necessary the sub- grade shall then be wetted with water thoroughly, but no water pool shall be allowed.

Necessary slope shall be given in the sub- grade itself. If the sub-grade is of lean concrete the flooring shall be commenced within 48 hours.

(c) Proportion

1 part cement; 2 parts sand; and 4 parts of stone aggregate by volume. The stone aggregate shall be 19mm maximum size graded down or as specified in the schedule. Grading of aggregate shall be as per reinforced concrete specification.

(d) Placing

The floors shall be laid to specified thickness in panels of uniform size not exceeding 1m 28 (one side not exceeding 1.2m). They shall be laid in alternate panels on different days. The edges of the panels shall be protected by flat bars of iron or teak wood batten fixed with weak mortar or with nails or hooks, their depth being equal to that of flooring. Proper slope for draining wash water shall be provided as per instruction as specified.

(e) Finishing

Compact first with wood float. The blows shall be fairly heavy but as consolidation takes place, light rapid strokes shall be given. Beating shall continue till all hollows in concrete are filled with mortar cream. Then the surface shall be trowelled till the moisture disappears. Test the surface with straight edge. The surface must be uniform in colour. Immediately after trowelling, well mixed neat cement slurry (cement and water solution) shall be sprinkled in a uniform layer at the rate of 2.2 kg. per sq.m. The cement slurry shall be trowelled smooth with a steel float. The surface shall be rubbed with carborundum stone if required to remove float mark and leave a clean smooth surface.

Measurement

It shall be measured in square metre measured from wall to wall exclusive of any finishing or as per instructions of the owner. Unless otherwise stated in the schedule of quantities, nothing extra shall be admissible for small areas and corners and work in any shape. No deductions shall however, be made for protruding or independent columns occurring in the floors, door frames embedded in floor or any other part out when the area does not exceed 0.1 m² for each. However, nothing extra shall be allowed for the cutting involved at such places.

8. G.I. SPECIALS (TEES, BENDS, ETC.)

G.I. pipe specials(tees, bends, etc.) for rainwater, fixing with necessary pipe nails, hooks, offsets, adjustable clips, etc. as per drawing, all complete, in nos.

(i) G.I. pipe specials of 50 mm diameter.

(ii) G.I. pipe specials of 110 mm diameter.

(a) Materials

Galvanised iron pipe specials(tees, bends etc.) shall comply with Indian Standard specifications.

(b) Construction

As per clause no. 22.

Measurement

Measurement shall be in metre.

9. PLAIN CEMENT CONCRETE FOR R.C.C. WORKS

Plain cement concrete for R.C.C. columns, beams, slabs, lintels, footings, D.P.C. band, and for all kinds of R.C.C. works with approved quality of cement, sand and stone ballast including mixing, laying, curing, finishing etc. excluding reinforcement, centring and shuttering, all complete, in m³.

(i) Concrete of M 150 grade.

(ii) Concrete of M 200 grade.

(ii) Concrete of M 250 grade.

(a) Materials

Cement:-as per specification(civil) article no.16.

Sand:- as per specification(civil) article no. 15.

Course Aggregate:- as per specification(civil article no. 19.

Water:- as per specification(civil) article no.13.

(b) Preparation of Concrete

The aggregate shall be measured by weight or by equivalent volume in approved container which shall be filled without compacting the aggregate, and accurate allowance being made for bulking due to moisture in the fine aggregate. The cement shall also be weighed or ascertained by predetermined volume. The proportion shall be as per the specification. Water shall also be added by weight or by equivalent volume during mixing to produce a concrete having reasonable workability to enable it to be well consolidated to be worked into the corners of the shuttering and around the reinforcement to give the specified surface finish. The resulting consistency shall be maintained through-out the corresponding parts of the work and approved tests shall be conducted from time to time to ensure the maintenance of this consistency.

(i) Machine Mixing:-Coarse aggregate sand and cement shall be serially put into the cement concrete mixer to have the designed proportion. The machine shall then be revolved to the materials dry and the water shall be thereafter added gradually to the designed quantity. The mixing should be thorough to give a plastic mix of uniform colour. It requires 1.5 to 2 minutes rotation for thorough mixing. Mixed concrete shall be unloaded on a masonry platform or on a sheet tray.

(ii) Slump:-Regular slump test should be carried out to control the addition of water and to maintain the required consistency. Concrete with water exceeding the approved water cement ratio shall not be used in the work.

(c) Distribution of Concrete

The concrete shall be distributed from the mixer to the placing-in position in the works by approved means which do not cause segregation or otherwise impair the quality of the concrete.

Mixing and distributing materials shall be clean before commencing mixing and distribution of concrete, and such equipment shall be kept free from set concrete.

(d) Placing Concrete

The shuttering shall be realigned and rubbish shall be removed before placing concrete. Shuttering shall have to be wetted by approved means. The interval of mixing water to cement and aggregate to placing shall not be more than 30 minutes. Except where otherwise approved, concrete shall not be dropped from a height or handled in a manner which shall cause segregation. Accumulation of set concrete on reinforcement shall be avoided. Concrete shall be placed on its permanent position and shall not be worked along the shuttering to that position.

Each layer of concrete, while being placed, shall be consolidated by mechanical vibration to form a dense material with all surfaces free from honeycombing and tolerably free from water and air holes or other blemishes. Any water accumulating on the surface of newly placed concrete shall be removed by approved means and no further concrete shall be placed thereon until such water be removed. Unless otherwise stated, concrete shall be placed in a single operation to the full thickness of slab, beam and similar members and shall be placed in horizontal layers not exceeding 30cm (1.00 ft) deep in walls, columns and similar members. Concrete shall be placed continuously until completion of the part of the work between construction joints as specified. Vibration and consolidation shall be done within 1.5 hours of the mixing. All concrete shall be vibrated with a high frequency vibrator of approved make, and excess vibration shall be avoided. Care shall be taken not to disturb the reinforcement by the labourers during the works.

All holes, pockets and openings for various services, fittings, etc., shall be provided as directed. All necessary inserts in concrete work for curb angles, holdfast, pipes, cable supports, brackets, coiling, clamps for light and fans, etc., shall be fixed where necessary. R.C.C. work shall have to be fixed with masonry by means of ties of 6mm bars, at intervals, as directed by the Consultant.

g) Curing

After about 24 hours of laying when concrete has begun to harden it shall be kept damp by covering with wet gunny bags or wet sand continuously for 28 days.

(h) Testing of Concrete**(i) Consistency Test:-**

Regular slump test should be carried out to control the addition of water and to maintain the required consistency. A rough guide of workability of concrete, in terms of slump stated hereunder can be kept in mind while designing the concrete mixes.

Type of Work Slump Value

Mass concrete work - 25 to 50 mm

Retaining walls, thin vertical members, columns - 75 to 125 mm

Beams, slabs(ordinary) - 50 to 100mm

(ii) Compression Test:-

Throughout the contract period, "work cube tests" are to be made from concrete drawn from newly laid concrete or concrete about to be placed in position. Such cubes shall be made in the presence of the Owner and as per the stated "Tests on Concrete".

Each cube shall be marked with the date of casting and a distinctive reference number, in accordance with a system agreed by the Owner. A record shall be kept of the position from which the concrete for each set of cubes was drawn, or to which it was about to be placed.

(iii) Structural Test:-

If in the Owner's opinion, there is a doubt as to the strength of a structure, solely or in part for the reason that the site made concrete cubes fail to attain the specified strength, or because of other circumstances, attributable to alleged negligence on the part of the Contractor, then the Consultant shall instruct of the Contractor to make a loading test on the works or any part thereof. If the result of the test on the works is satisfactory, except where the test has been made because test cubes fail, the contractor shall reimburse for the cost of the test. If the result of the test is not satisfactory, the contractor shall bear the cost of the test and the cost of correcting any defect in accordance with the instructions of the Owner.

No concrete in one precast piece shall be placed in one operation. No piece shall be removed from the mould erected until matured sufficiently. The piece shall be raised by a string only at the points mentioned. Cracked piece shall be rejected. Pieces shall be bedded or fixed in position as instructed by the Consultant.

(i) Provision of Inserts & Prohibition of Cutting

All inserts shall be accurately fixed in position. All conduits and junction boxes and all sanitary pipes, water pipes and down pipes, within the concrete shall be laid correctly in position to the satisfaction of the Owner. No cutting of structural concrete shall be permitted.

Measurement

In calculating the contents of any R.C.C. member, for measurement purposes, the dimensions adopted shall be of concrete members exclusive of any finish. Rate shall exclude reinforcement.

(i) Columns:-

These shall be measured in cubic metre of work done according to the drawings from top of the footing to the top of roof slab in case of ground floor and from top of slab to the top of slab for all other floors. Unless specified otherwise, nothing extra shall be admissible for any odd size and for any special section and shape of columns i.e. square, rectangular, round, elliptical etc. and laid at any angle as may be shown on the drawings.

(ii) Column Footings:-

These shall be measured in cubic meter of the concrete work done as per design/drawing. Unless specified otherwise, nothing extra shall be admissible for any particular shape of the footing.

10. STEEL REINFORCEMENT

Steel reinforcement bar tested including straightening, cleaning, cutting, bending, binding with 16-20 S.W.G. Annealed typing wire and fixing in position as per drawing, all complete, in tonne.

- (i) Mild steel round bar of all sizes.
- (ii) Deformed or ribbed bar of all size.

(a) Materials:-

With respect to manufacture, quality, physical properties, and related requirements, reinforcement of the foregoing descriptions shall comply with appropriate parts of IS standards Nos. 432-1966 and IS 1786-1966 for mild steel and tor steel respectively. Tested Torsteel conforming to above respective standard can be used. Tested deformed bar or of size & type as specified by drawing can be used for distribution/links, stirrups etc.

(b) Certificates and Tests for Reinforcement

For each consignment of bar reinforcement used in the works, the contractor shall, if required, supply a certificate giving the ultimate strength, yield stress and elongation and the result of the bond test for each type and each size of bar wire. Tests for the purpose of obtaining the information shall conform the Indian Standards, For each consignment of twisted bars used in the works, the contractor shall supply the Consultant with a further certificate warranting that all the bars in the consignment are made from mild steel complying with Indian Standard specifications.

If reinforcement be supplied for which the makers' test sheets or other records are not available, or where in the Owner's opinion the material has been subject to corrosion or other deleterious effects, the Owner shall select as many test pieces as he thinks necessary, and the contractor shall supply and deliver the test pieces, free of cost and without reimbursement shall pay the cost of preparing and testing them.

(c) Dimensions & Weight of Reinforcement

The size of a reinforcement bar or wire described in the working drawings or elsewhere shall be minimum and the rolling margin and other tolerance shall be above this size. The length of a reinforcement bar shall not be less than the length on the drawing or elsewhere and shall not be more than 5cm(2 in.) in excess of that length.

The unit weight of steel bars used shall not be less than the following figures:

6mm dia mild steel	=	0.222 Kg/m.
8mm dia steel bars	=	0.395 Kg/m.
10mm dia steel bars	=	0.617 Kg/m.
12mm dia steel bars	=	0.890 Kg/m.
16mm dia steel bars	=	1.578 Kg/m.
20mm dia steel bars	=	2.469 Kg/m.
25mm dia steel bars	=	3.854 Kg/m.
32mm dia steel bars	=	6.313 Kg/m.

Rates shall be inclusive of wastage, chairs etc and variations in weight as per I.S.I. Specifications.

(d) Bending Reinforcement

Reinforcement bars shall be bent by approved means producing gradual and even motion. Bars shall comply with the dimensions described in the drawings. Overall dimensions of bent or internal dimensions of bindings or the like shall be within a tolerance of 32mm (1 1/4"). Hooks and other end anchorage bends for mild steel shall be bent to an internal radius of twice the size of the bars unless described to the contrary on the bending lists or elsewhere in the drawing. Hooks and other end anchorage bends for mild steel shall be bent to an internal radius of twice the diameter of the bar for bars up to 25mm dia & 3 times the dia of bars above 25mm dia. This internal radius of the bends at corners of binders or stirrups of links shall be half the size of the bar embraced by the binder stirrups or links.

- (e) Reinforcement shall be accurately fixed and, by approved means, maintained in the position described. Bars intended to be in contact shall be securely wired together at all such points with no. 16 to 20 gauge annealed soft iron tying wire. Binders, stirrups and links shall tightly embrace the bars with which they are intended to be in contact and shall be securely wired or, if approved, spot-welded. Reinforcement shall be lapped, joined or spliced only at the positions described. Splices and the like found to be necessary elsewhere shall be formed only if and as instructed. Where practicable, bars in each member shall be assembled and fixed in the form of a rigid cage or skeleton before placing in the mould or shuttering. Immediately before concreting, the reinforcement shall be checked for position, cleanliness, freedom from rust, or retarding liquid. Means shall be taken to ensure that reinforcement remains correctly in position with required cover during the placing and consolidating of the concrete.

Reinforcement projecting from work being concreted or already concreted, shall not be bent out of its correct position for any reason unless approved, and shall be protected from deformation or other damage. Reinforcement left projecting for bending with future extensions shall be thoroughly coated with cement grout wash or encased in concrete or otherwise protected from corrosion as instructed.

(f) Cover of Concrete and Spacing of Bars

Cover of concrete and spacing of bars shall be as per diagrams or as per IS 456-1978.

Measurement and Rate for Reinforcement

For the purpose of ascertaining payments due to the Contractor, the basis of measurements of bar and wire reinforcement used in the works shall be the calculated weight in kg. which shall be computed from the sizes and lengths of the bars and wires described in the working drawings or elsewhere. No allowance in the weight shall be made for cutting to waste, rolling margin, extra length or other tolerances. Nothing extra whatsoever, shall be admissible on bars 12mm and below, rolled in weights higher than the standard weights, even if purchased by the contractor directly from the market on actual weight basis. The contractor is deemed to have taken this factor into consideration and quoted accordingly in the tender. The Contractor's rate for unit weight, of bar reinforcement shall be deemed to include all allowances omitted in calculating the weight and for any other tolerance, and for providing tying wire, spacer bars, and cover blocks as specified hereinafter for carriage and handling, for bending, hooking, cranking, and for fixing and maintaining in the correct position in the works.

Standard laps of the lengths as shown in the drawings or as instructed at site shall be admissible. Standard hooks shall be added to the finished length to arrive at the length of the bar for cutting and measurement. No hooks are required for ribbed or tor steel.

The details of reinforcement according to the drawings are to be prepared by the contractor. It shall have to be approved by the Site Engineer before the execution of the work.

11. FORM WORK

Centring and shuttering with approved materials for all kinds of R.C.C.works, including all necessary propping, scaffolding, staging supporting, cutting holes for utilisation works etc. all complete, in m2.

(a) General Requirements

- (i) The formwork should have sufficient strength to carry the dead weight of the concrete and live loads which are likely to be present during the construction stage.
- (ii) All joints in formwork should be stiff so that the deformation caused by the dead and live loads shall be a minimum. All joints shall be watertight to prevent loss of liquid from the concrete.
- (iii) Surface of the formwork shall be plane or as per the requirements, so that after removal of formwork, it should not prove costly to finish the surface concrete.
- (iv) The formwork should be as light as possible.
- (v) Vertical strutting shall be carried down to such construction as is sufficiently strong to carry the required support without injury.
- (vi) All rubbish, chipping, shavings and sawdust shall be removed from the interior of the forms before the concrete is placed and suitable wash- out holes shall be provided to facilitate this and the formwork in contact with the concrete shall be clean and thoroughly wetted and treated with an approved mould oil. In normal circumstances, forms may be struck off after expiry of 21 days for all structures or the shuttering shall have to be kept for a period as per the written instruction of the Site Engineer. The designed live load shall not be allowed on any structure before 23 days.

Connections shall be constructed to permit easy removal of the shuttering and shall be either nailed, screwed, bolted, clamped, wired or otherwise secured so as to be strong enough to retain the correct shape during consolidation of the concrete. Holes shall be made good after removal of the bolt. The deflection shall not exceed 3mm(1/8"). Bottom of beams, boxes shall be built with an upward camber of 6mm(1/4") for every 3m(10ft.) span. The design for shuttering shall be submitted for approval, when asked. The shuttering for beams and slabs shall be erected so that the shuttering on the sides of beams and of the soffits of slabs can be removed without disturbing the beam bottoms. Re propping of beams shall not be done except when, with the approval of the Owner, props be rein-stated in anticipation of loads in excess of the design load. Vertical props shall be supported on wedges, or other measures shall be taken whereby the proper can be gently lowered vertically when commencing the removal of the shuttering. Props for and upper storey shall be placed directly over those in the storey immediately below and the lowest prop shall be sufficiently strong to carry the load. The shuttering for a column is erected to the full height of the column. Before placing the concrete, bolts and fixings shall be in position and cores and other devices used for forming openings, holes, pockets, recess and other cavities shall be fixed to the shuttering. No holes shall be cut in any concrete unless approved.

The contractor shall install all shuttering and shall be entirely responsible for the design and erection of adequate form work of sufficient strength necessary for construction.

(b) Removal of Shuttering

Shuttering shall be removed with the utmost care by gradual easing without jarring. Before removal of shuttering, the concrete shall be properly examined by a competent supervisor, care being taken to check props, necessary for additional incidental loads even after removal of forms. The contractor shall record the date of concreting. The assessment of the period elapsing between placing the concrete and removing the shuttering and consequences arising thereof shall be the contractor's entire responsibility.

The shuttering for the part of structure suspended form concrete placed subsequently to that, in or on the shuttering concerned shall not be removed until the supporting concrete has matured and such shuttering shall be prominently marked as a warning against premature removal.

(c) Finishes

Honeycombed surfaces shall be made good immediately upon removal of the shuttering, and superficial water and holes shall be filled in. Unless instructed to the contrary, the blemishes shall be rubbed down. All honeycombing shall be made good with cement mortar(1:2). Cement mortar shall have to be done at surfaces when required to do so by the Owner.

Measurement

Measurement shall be in square metre, of work done. Rate shall include all materials and labour, all complete.

12. BRICKWORK FOR WALL

Brickwork for 100 mm thick wall with hollow concrete bricks in perfect line and level, finishes, including wetting the bricks, packing the joints, curing the works all complete, in m2.

(i) Brick work in (1:4) cement sand mortar.

(ii) Brick work in (1:6) cement sand mortar.

(a) Materials

(i) Bricks: - Machine made bricks from Brick and Tile Factory as per specification.

(ii) Mortar: - Cement sand mortar of specified proportions (1:4) or (1:6) as per specification (civil) article no.18.

(b) Laying, Curing, Finishing

Laying, curing, finishing of brickwork shall be as per clause no.6.

Measurement

Measurement shall be in square metre of work done. Rate shall include all materials, laying, curing, finishing, scaffolding labour etc. all complete.

13. CEMENT SAND PLASTERING

Cement sand plastering on floor, wall, ceiling etc. of good finish including raking the joints, wetting the surface and curing the work all complete, in m2.

(i) 12mm thick cement sand plaster (1:3)

(ii) 12mm thick cement sand plaster (1:4)

(iii) 12mm thick cement sand plaster (1:6)

(iv) 20mm thick cement sand plaster (1:3)

(v) 20mm thick cement sand plaster (1:4)

(vi) 20mm thick cement sand plaster (1:6)

(vii) 25mm thick cement sand plaster (1:4)

(viii) 25mm thick cement sand plaster (1:6)

(ix) 30mm thick cement sand plaster (1:4)

(x) 30mm thick cement sand plaster (1:6)

(a) Materials

(i) Cement:-

Portland cement as per specification (civil) article no. 16.

(ii) Sand:-

River or pit sand as per specification (civil) article no. 15.

(b) Proportion

As specified in the schedule.

(c) Mixing

In specified proportion as per specification (civil) article no.18.

(d) Plastering

The joints in the brick work shall be raked out to a depth of 12mm (0.5") if it has not already been done; and the surface watered and cleaned of all dust and dirt. Concrete surfaces shall be properly hacked to get adequate key. The mixture shall be applied evenly with force on the surface to be plastered. The plaster shall be of thickness as specified in the schedule. The surface shall be finished at once by being rubbed over with trowel till the cement appears on the surface. All corners, angles and junctions shall be truly vertical and horizontal as the case may be and carefully and neatly finished. Rounding of corners and junctions where required shall be done without extra charge. The finished plaster shall then be left to cure for 10 days.

Measurement

It shall be done in square metre of the surface over which the plaster has been done. The thickness of the plaster shall not be taken into account except for independent columns where the measurement shall be of finished surface allowing 12mm over the designed dimensions. Opening shall be deducted in full, and jambs and soffits shall be allowed. Openings less than 1 sq.m.(10 sq.ft.) shall not be deducted and nothing extra shall be paid for finishing jambs, soffits and the sides of such openings. Unless otherwise specified, nothing extra shall be allowed for plaster on independent columns and beams, short width or on curved surfaces.

14. CEMENT SAND PUNNING

Element sand punning on floor, skirting, dado, etc. wetting the surface, mixing, laying and rubbing with steel trowel to a hard, smooth and shining surface and curing for a quality finish nett all complete in m².

(i) 3mm thick cement sand punning (1:1)

(ii) 3mm thick cement sand punning (1:2)

(a) Materials

(i) Cement:-

Portland cement as per specifications (civil) article no.16.

(ii) Sand:-

River sand as per specification (civil) article no. 15.

(b) Proportion

As specified in the schedule.

(c) Mixing

in specified proportion as per specification(civil) article no.18.

(d) Punning

Before applying cement sand punning, the first coat should be swept clean of any dust or loose particles. The average thickness of punning shall not be less than 3mm. The pattern of the surface should be as per instructions of the Owner. The coat shall be finished by rubbing with a steel trowel and any depression shall be filled in and rubbed to a shining surface. All corners and edges shall be rounded. The contractor shall prepare a sample square metre of the punning as per instructions of the Owner until the quality, texture and finish required is obtained and approved by the Consultant, after which all punning executed shall conform with the respective approved sample. All punning shall be finished smooth, even and truly level and as per instructions of the Consultant. The punning shall be kept wet for 7 days.

Measurement

The measurement shall be taken in square metre for the finished surface. The rate shall include all the materials and labour, complete.

15. COLOURING/PAINTING

Inside and outside painting with approved colour and paints to give uniform colouring after rendering the surface clean and moist.

Inside and outside colouring with water proof cement paint like super Snowcem, Durocem in two coats, all complete, in m².

(a) Materials

All the painting materials shall be only ready mixed type in sealed tins of approved makes. Waterproofing cement paint shall be obtained from approved brand manufacturers as specified.

(b) Delivery and Application of Paint

All materials required for the work are to be delivered to the site in their containers with seal, etc., unbroken and are to be clearly marked with manufacturer's name and trade marks and a description of contents and colour.

Paint shall be mixed and applied strictly in accordance with the manufacturer's instructions and with the approval of the Owner. All materials shall be stored at the site of work. All paints shall be applied by means of a brush.

(c) Addition to Paints

The only addition which will be allowed to be made locally will be liquid thinner supplied or recommended according to the manufacturer's instructions and none shall be thinned more than as approved by the Owner.

(d) Application

Before painting is commenced on surface, all dirt and foreign matter shall be completely removed. The surface shall be sprayed several times with a few minutes interval between each spraying, to allow the moisture to soak into the surface. Cement paint solution shall be applied to

the surface with hair brushes in a number of coats to get uniform finish. After the first coat of the paint has hardened, it shall be cured with water at least for 24 hours before the second coat is applied. Similarly, required number of coats (minimum two) or as specified shall be given to get a uniform colour. It shall be kept damp at least for seven days.

Measurement

Measurement shall be in square metre of the actual covered area. Nothing extra shall be allowed for painting any rough surface e.g. external-sand-faced plaster or work in short width or surfaces in any shape. Rate shall include scaffolding etc., and should include all materials and labour, all complete. Paint shall be mixed and applied strictly in accordance with the manufacturer's instructions and with the approval of the Owner. All materials shall be stored at the site of work. All paints shall be applied by means of a brush.

(e) Addition to Paints

The only addition which will be allowed to be made locally will be liquid thinner supplied or recommended according to the manufacturer's instructions and none shall be thinned more than as approved by the Consultant.

(f) Application

Before painting is commenced on surface, all dirt and foreign matter shall be completely removed. The surface shall be wetted by sprinkling of water with fine spray. The surface shall be sprayed several times with a few minutes intervals between each spraying, to allow the moisture to soak into the surface. Cement paint solution shall be applied to the surface with hair brushes in a number of coats to get uniform finish. After the first coat of the paint has hardened, it shall be cured with water at least for 24 hours before the second coat is applied. Similarly, required number of coats (minimum two) or as specified shall be given to get a uniform colour. It shall be kept damp at least for seven days.

16. ENAMEL PAINTING ON CONCRETE SURFACE

Painting with enamel (ready made) paint of approved colour in two coats over one coat of primer for high class finish, all complete in m2.

(a) Materials

Primers and Paints :-

Primer and paints shall be of approved quality and of approved manufacture, as specified. These materials shall be ready mixed and in sealed tins with required quantity stocked at site.

(b) Preparation of the Surface

All surfaces shall be thoroughly cleaned. The latter should consist of two parts of whiting (powdered chalk), one part of white lead mixed together in double boiled linseed oil and well kneaded. The surface thus treated shall be allowed to dry up and then sand papered. Otherwise a readymade approved putty may be used.

(c) Application

After preparing the surface, the priming coat shall be applied with hair brushes. Thereafter a top coat shall be applied. Another coat shall be applied after the previous coat is dry. Care should be taken that dust or other foreign materials do not settle or otherwise disfigure the various coats.

In following the above procedure, the materials to be used will depend upon the type of paint specified and only such materials as are consistent with a particular type and brand shall be used. The same brand of materials will be used for various coats. All paints shall be used and applied as per manufacturer's specification. The paints shall be applied with bristle brushes and not horse hair ones. The paints shall be applied in the thinnest possible layers with parallel drawings, no flowing down shall be allowed.

Measurement

The measurement shall be taken in square metre for the finished surface. The rate shall include all the materials and labour, complete.

Rate shall include all materials primers and 2 coats of paints, necessary scaffolding, labour, etc. complete.

17. GI pipe & Steel Angles

➤ GI pipe:

The Contractor has to supply GI pipes and other Steel related materials on his own , satisfying the spec of the NT.

Quality of GI Pipe: Light, galvanized, 110 mm GI pipe

Supply of GI pipe, Brackets, Nails, Bolts

Specification of GI Pipe

G.I. Pipe, 110mm diameter shall comply to IS: 1239(Part-1) 2004/BS: 1387/85

Thickness is 3.6mm. Pipe shall be hot dip galvanized.

➤ Steel Angles:

The Contractor should supply all the Steel angle related materials (as per instruction) for making frames to support GI/DWC pipe at Bridge/Culvert.

The steel angles should be hot dip galvanized and should comply with clause No 5.2.9.10 General Technical Specification Part I of Civil Specification NT.

18. GI Wire

Medium Quality Commercial GI Wire for making Gabion walls.

19. STONE MASONRY WORK

Providing & Laying stone masonry with Cement/sand mortar (1:4) including scaffolding, curing, filling, cleaning & raking out of mortar joints making ducts, recesses where required including all materials, labour, lead & lift all complete as per Drawing provided, specification and Approval of Engineer.

CHAPTER II: PARTICULAR SPECIFICATION

20. Black Pipe (Tubular Truss)

Tubes shall be designated by their nominal bore. These shall be light, medium or heavy as specified depending upon the wall thickness. Tubes shall be clean finished and reasonably free from scale. They shall be free from cracks, surface flaws, laminations and other defects. The ends shall be cut clean and square with axis of tube, unless otherwise specified. Wall thickness of tubes used for construction exposed to weather

shall be not less than 4 mm and for construction not exposed to weather it shall be not less than 3.2 mm where structures are not readily accessible for maintenance, the minimum thickness shall be 5 mm.

Fabrication

The component parts of the structure shall be assembled in such a manner that they are neither twisted nor otherwise damaged and be so prepared that the specified cambers, if any, are, maintained. The tubular steel work shall be painted with one coat of approved steel primer after fabrication. All fabrication and welding is to be done in an approved workshop.

Straightening : All material before being assembled shall be straightened, if necessary, unless required to be of curvilinear form and shall be free from twist.

Bolting : Washers shall be specially shaped where necessary, or other means, used to give the nuts and the heads of bolts a satisfactory bearing. In all cases, where the full area of the bolts is to be developed, the threaded portion of the bolt shall not be within the thickness of the parts bolted together and washers of appropriate thickness shall be provided to allow the nuts to be completely tightened.

Welding : Where welding is adopted, it shall be as specified.

Caps and Bases for Columns : The ends of all the tubes, for columns transmitting loads through the ends, should be true and square to the axis of the tubes and should be provided with a cap or base accurately fitted to the end of the tube and screwed, welded or shrunk on. The cap or base plate should be true and square to the axis of the column.

Sealing of Tubes : When the end of a tube is not automatically sealed by virtue of its connection by welding to another member the end shall be properly and completely sealed. Before sealing, the inside of the tubes should be dry and free from loose scale.

Flattened Ends : In tubular construction the ends of tubes may be flattened or otherwise formed to provide for welded. Riveted or bolted connections provide that the methods adopted for such flattening do not injure the material. The change of sections shall be gradual.

Hoisting and Erection

Detailed Specifications Of Building Works (Civil) Tubular trusses shall be hoisted and erected in position carefully, without damage to themselves, other structure, equipment and injury to workman. The method of hoisting and erection proposed to be adopted shall be got approved from the Engineer-in-charge. The contractor shall however be fully responsible, for the work being

carried out in a safe and proper manner without unduly stressing the various members. Proper equipment such as derricks, lifting tackles, winches, ropes etc. shall be used.

Measurements

The work as fixed in place shall be measured in running metres correct to a centimeter on their weights calculated on the basis of standard tables correct to the nearest kilogram unless otherwise specified. Weight of cleats, brackets, packing pieces bolts nuts, washers distance pieces separators diaphragm gussets, fish plates, etc. shall not be measured separately. No deduction shall be made for skew cuts.

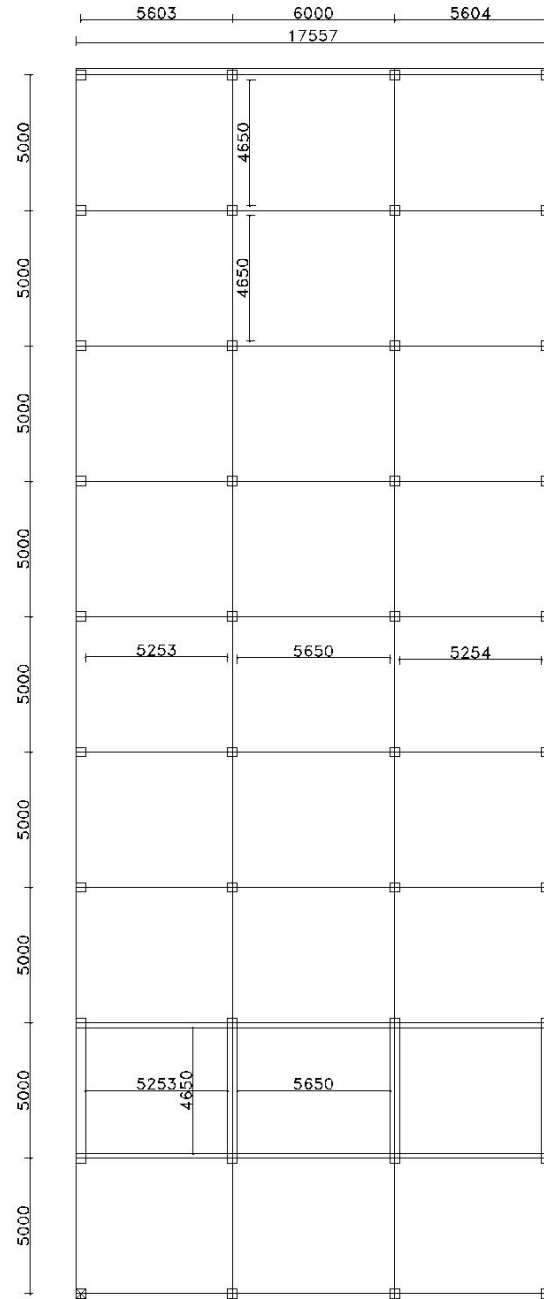
Rate

The rate shall include the cost of labour and materials involved in all the operations described above including application of one coat of approved steel primer, i.e. red oxide zinc chrome primer.

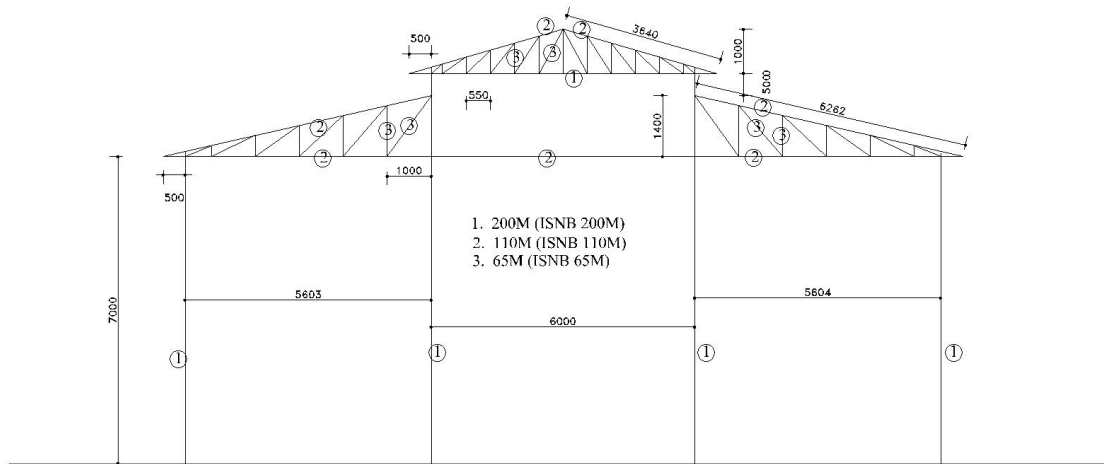
Drawings

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.



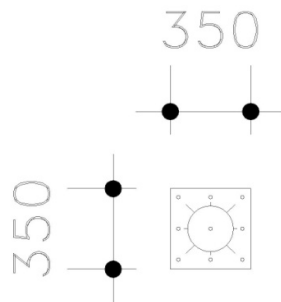
PLAN



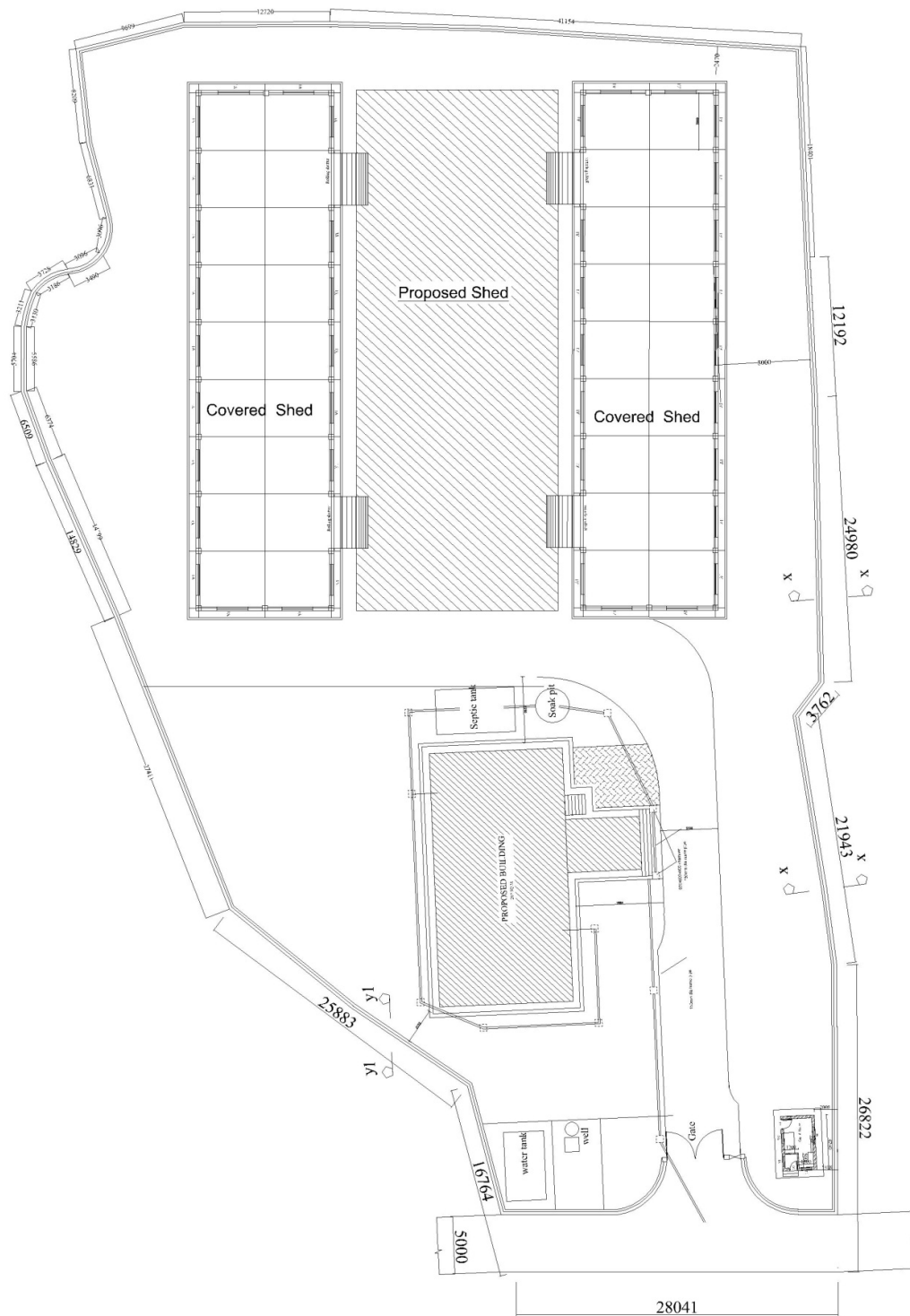
SECTION

Reinforcement - 8 Nos. -16 dia

Ties - 8 dia @ 150 c/c

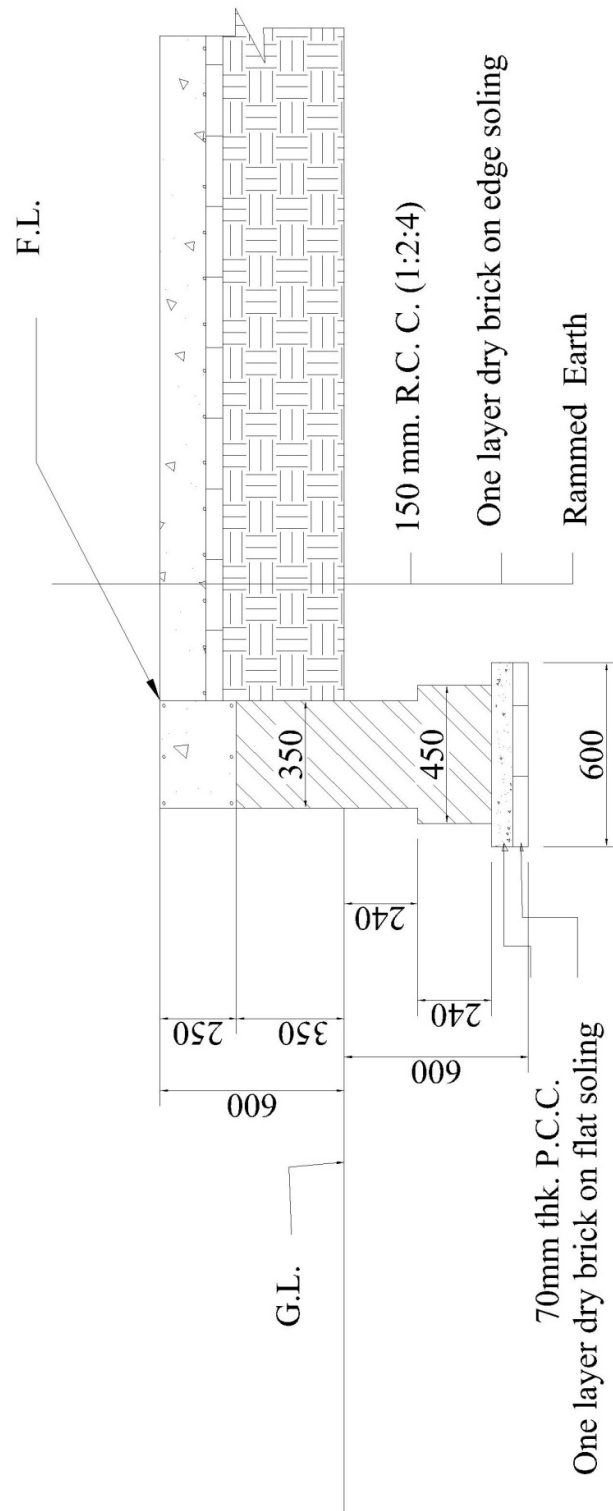


Column Section

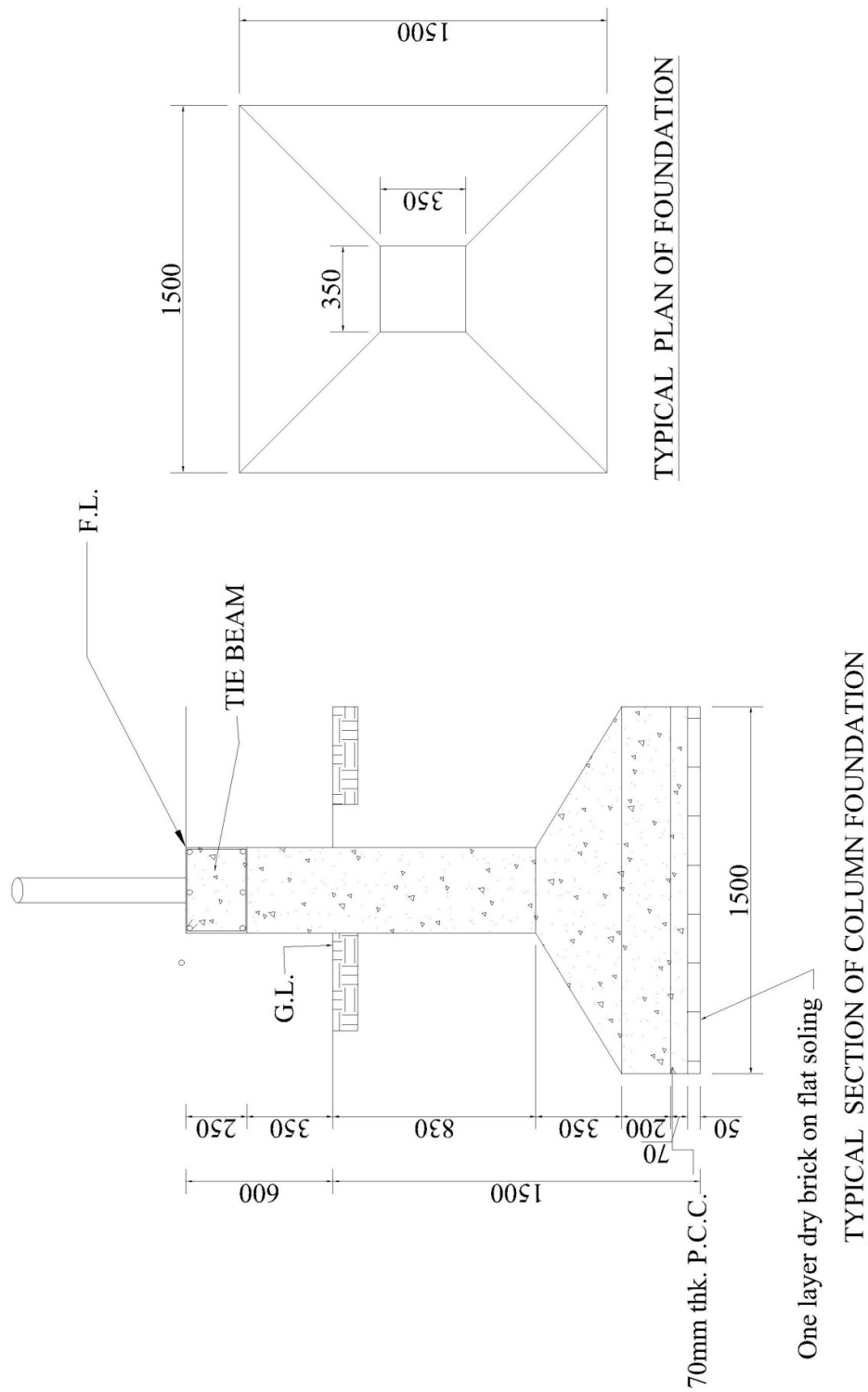


SITE PLAN OF THANKOT

Approach Road Area :846.79 Sq.m.



TYPICAL SECTION OF WALL & FLOOR



SECTION - VI

Bill of Quantities



NEPAL TELECOM

WIRE LINE AND CUSTOMER SERVICE DIRECTORATE

CIVIL SECTION

Bill of Quantity

Project: Store Shed construction works

Location: Thankot Store

S.No	Description of work	Unit	Quantity	Rate in NRs (without VAT)		Amount	NRs
				In Figure	In Words		
1	<u>Site preparation works</u> Preparation of the site by clearing out all the debris, cleaning the surface, cutting existing trees/bushes etc. and relocation of any electric poles if necessary to make site ready for setting out as per drawing and approval of Engineer.	job	1				
2	<u>RCC dismantling works</u> The Contractor shall dismantle any plain or reinforced concrete works as indicated in the drawings or as ordered by the engineer. The resulting material shall remain the property of the employer and all suitable materials shall be stockpiled for reuse purposes within a lead of 30 m. unsuitable materials shall be disposed off as directed by the engineer. Concrete / reinforced concrete dismantling shall include use of labour and proper tools and equipment, transporting, stockpiling and all incidental and provisions necessary to complete the works	M3	18.00				
3	<u>E/W in excavation</u> Earth work in excavation on normal soil for foundation including disposal up to 10 m. lead & 1.5 m. lift all complete as per drawing, specification and approval of Engineer.	M3	302.15				
4	<u>One layer dry brick on flat soling</u> Supplying and laying of flat dry brick soling (one layer) in floor with first class chimney made bricks complete in true line and level as per drawing, specification and approval of Engineer.	M2	963.22				

Seal and Signature of the bidder :



 प्रदिप कुमार रेग्मी
 उप प्रबन्धक

Bill of Quantity

Project: Store Shed construction works

Location: Thankot Store

S.No	Description of work	Unit	Quantity	Rate in NRs (without VAT)		Amount	NRs
				In Figure	In Words		
5	<u>PCC M15 works or in 1:2:4 ratio</u> Supply, mixing, placing compacting PCC(plain cement concrete) M15 or in 1:2:4 ratio in foundation/floors including materials, labor, machine, carriage, curing etc, all complete as per drawing, specification and approval of Engineer .	M3	21.55				
6	<u>Brick work in cement sand mortar in 1:4</u> Providing and laying brick masonry using first class brick (chimney made) with cement sand mortar 1:4 including scaffolding, curing, filling, cleaning and raking out of motor joints, making ducts, recesses where required including all materials, labor, lead and lift all complete as per drawing specification and approval of Engineer.	M3	103.44				
7 a	<u>RCC works</u> <u>PCC M20 works or in 1:1.5:3 ratio</u> Supply, mixing, transporting, placing, compaction, protection, leveling and curing of M-20 grade of concrete PCC or in 1:1.5:3 ratio (for RCC works) for superstructure, foundation bases, beams, walls and slabs from ground to roof slab all complete as per drawing, specification and approval of Engineer .	M3	180.90				
b	<u>MS Tor Steel Reinforcement (Fe 415)</u> Supply, cut, fabricate, transportation, place and tie, ribbed reinforcement steel bars of varius diameter (Fe415) including cost of 16 gauge black annealed binding wire, spacer bars, lapping, hooks, chair and support and lead and lift up to 3 th floor, all complete as per specification and approval of Engineer .	Kg	16426.34				

Seal andSignature of the bidder :




प्रदिप कुमार रेग्मी
 उप प्रबन्धक

Bill of Quantity

Project: Store Shed construction works

Location: Thankot Store

S.No	Description of work	Unit	Quantity	Rate in NRs (without VAT)		Amount	NRs
				In Figure	In Words		
c	<u>Ply board form works</u> Supply, fabricate, transportation, placing, fixing, centering and shuttering of plywood or ready made prefabricated board formwork for foundation, slabs, columns, beams and vertical or fair faced concrete finished walls , (with necessary provision of extension of reinforcement of wall tiles) and other RCC works including nails , staging, propping support and bracings of steel pipes including lead and lift up to 3 th floor, all complete as per specification and approval of Engineer	M2	337.33				
8	<u>MS base plate work</u> Supplying, fabricating and installation of 10 mm thick MS base plate on RCC column with threaded MS anchor rods (galvanized) all complete as per drawing, specification and approval of the Engineer	Kg	5652.00				
9	<u>16 dia MS nut and bolts (galvanized)</u> Supplying, fabricating and installation of 16 mm diameter MS nut and bolts (galvanized) with anchoring on RCC column all complete as per drawing, specification and approval of the Engineer	Kg	1127.04				
10	<u>MS iron works- Black pipes for truss and post</u> Supplying , fabrication and installation of MS black pipe for tubular truss of different diameter and thickness and necessary welding, grinding including metal primer painting and positioning and fixing with support all complete as per design drawing and specification and approval of engineer	Kg	34619.01				

Seal and Signature of the bidder :



प्रदिप कुमार रेग्मी
 उप प्रबन्धक

Bill of Quantity

Project: Store Shed construction works

Location: Thankot Store

S.No	Description of work	Unit	Quantity	Rate in NRs (without VAT)		Amount	NRs
				In Figure	In Words		
11	12.5mm th. Cement sand plaster works in 1:4 Supplying, laying & fixing 1:4 plaster in wall, column, beam including supply of materials, labor, mixing, leveling, curing & scaffolding etc all complete as per drawing, specification and approval of the Engineer	M2	137.90				
12	3mm th. Cement punning works 3 mm thick cement punning works in wall, floor etc. with good finishing in perfect line and level including wetting the surface and curing the work all complete as per drawing, specification and instruction of site incharge.	M2	137.90				
13	CGI colored sheet roofing works 0.50 mm th. colour corrugated galvanized iron sheet of approved colour roofing Works With J-hooks fittings ,washer, clamps and nailing all complete as per drawing, specification and instruction of site incharge	M2	930.00				
14	Ridge cover works Supplying fitting and fixing of .5 mm thick and 600 mm wide coloured G I plain sheet for ridge cover works With J-hooks fittings , washer, clamps and nailing all complete as per drawing, specification and instruction of site incharge.	Rmt	BOQ				
15	Back filling works Earth work in filling in foundation trenches and floor with materials, from associated excavation including machine compaction in 15 cm layers with sprinkling water as per specification and approval of Engineer	M3	270.35				

Seal and Signature of the bidder :




प्रदिप कुमार रेग्मी
 उप प्रबन्धक

Bill of Quantity

Project: Store Shed construction works

Location: Thankot Store

S.No	Description of work	Unit	Quantity	Rate in NRs (without VAT)		Amount	NRs
				In Figure	In Words		
16	Enamel panting Supply and applying one coat of primer and two or more coats of enamel paint of (Asian Paints or equivalent) over wood and or metal surface including supply of materials, labor, cleaning the surface, preparation of the base , painting etc, all complete as per drawing, specification and approval of the Engineer	M2	87.69				
17	Gutter works Supplying fitting and fixing of .5 mm th. coloured G I plain sheet gutter of 150 mm wide including with clamps, hooks, washers, as per drawing, specification and approval of the Engineer	Rmt	93.00				
18	PVC Pipes Fitting and Fixing Works Providing and installing rigid PVC pipe for soil and waste disposal (tested to 6kg/cm2 for PVC pipe) with high density tapering grip bolt clamping, with approved clamps, cutting wall and floor etc,. making good to its original finish etc. all complete with testing and ready for operation as per drawings, specification and approval of Engineer.						
a	110 dia PVC pipe for rain water outlet	Rmt	70.00				
b	110 dia PVC 45 degree bend	No	10.00				

Seal and Signature of the bidder :



 प्रदिप कुमार रेग्मी
 उप प्रबन्धक

Bill of Quantity

Project: Store Shed construction works

Location: Thankot Store

S.No	Description of work	Unit	Quantity	Rate in NRs (without VAT)		Amount	NRs
				In Figure	In Words		
c	110 dia PVC 90 degree bend	No	10.00				
19	SITE CLEARANCE WORKS Clearance of site by whispering of pitch road coverage, cutting of shrubs etc. all complete as per drawing, specification and instruction all complete.	job	1.00				
Sub Total of Rs.							
Add vat @ 13%							
Total Rs.							
20	PROVISIONAL ITEMS Provision of insurance for the Contractor's all risk policy covering all requirements stipulated in section VII (GCC), clause 13.1	job	1.00				
Grand Total Rs.							

Seal and Signature of the bidder :



 प्रदिप कुमार रेग्मी
 उप प्रबन्धक

Part - III

CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION - VII

General Conditions of Contract

A. General	
1. Definitions	<p>1.1 Boldface type is used to identify defined terms.</p> <p>(a) The 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.</p> <p>(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.2 hereunder.</p> <p>(d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.</p> <p>(e) Compensation Events are those defined in GCC 42 hereunder.</p> <p>(f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 53.1.</p> <p>(g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.</p> <p>It consists of the documents listed in GCC 2.3 below.</p> <p>(h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>(i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.</p> <p>(j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p> <p>(k) Days are calendar days; months are calendar-months.</p> <p>(l) Day works 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.</p> <p>(m) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>(o) The Defects Liability Period is the period calculated from</p>

	<p>the Completion Date where the Contractor remains responsible for remedying defects.</p> <p>(p) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(q) The Employer is the party who employs the Contractor to carry out the Works, as specified in the SCC.</p> <p>(r) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(s) 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.</p> <p>(t) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(u) The 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 Project Manager by issuing an extension of time or an acceleration order.</p> <p>(v) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.</p> <p>(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(x) Party means the Employer or the Contractor, as the context requires.</p> <p>(y) SCC means Special Conditions of Contract</p> <p>(z) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(aa) The Project Manager is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(bb) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 46.1.</p> <p>(cc) The Site is the area defined as such in the SCC.</p> <p>(dd) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative</p>
--	---

	reports about the surface and subsurface conditions at the Site.
	<p>(ee) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(ff) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(gg) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(hh) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(ii) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(jj) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
2. Interpretation	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>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).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> Contract Agreement, Letter of Acceptance, Contractor's Bid, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings, Bill of Quantities (or Schedules of Prices for lump sum contracts), and Any other document listed in the SCC as forming part of

	the Contract.
3. Language and Law	3.1 The language of the Contract and the law governing the Contract are stated in the SCC.
4. Project Manager's Decisions	4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. Delegation	5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. Communications	6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. Subcontracting	7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. Other Contractors	8.1 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 referred to 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
9. Personnel and Equipment	<p>9.1 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 Project Manager. The Project Manager 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.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p>
10. Employer's and Contractor's Risk	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p>

	<p>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>11.2 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</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
12. Contractor's Risks	<p>12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p>
13. Insurance	<p>13.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) Personal injury or death.</p>
	<p>13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred.</p> <p>13.3 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</p>

	<p>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.</p> <p>13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies.</p>
14. Site Investigation Reports	14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.
15. Contractor to Construct the Works	15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
16. The Works to Be Completed within intended Completion Date	16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the intended Completion Date.
17. Design by contractor and Approval by the Project Manager	<p>17.1 The contractor shall be responsible for the design of permanent works as specified in SCC.</p> <p>17.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before their use.</p> <p>17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.</p>
18. Safety, Security and Protection of the Environment	<p>18.1 The Contractor shall, throughout the execution, and completion of the works and remedying of any defects therein:</p> <ol style="list-style-type: none"> Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works of for the safety and convenience of the public or others. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

	<p>d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion.</p> <p>e. Any spoil or material removed from drains shall be disposed off to designated stable tipping areas as directed by the Project Manager.</p> <p>f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works.</p> <p>g. The Project Manager 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 Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife.</p> <p>h. Provide on the Site such life saving 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.</p>
19. Discoveries	19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1 The Employer shall give possession of all parts of the Site to the Contractor. If 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.
21. Access to the Site	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager 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.
22. Instructions, Inspections and Audits	<p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall permit the employer and/or persons appointed by the employer 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 employer if required by the employer. The Contractor's attention is drawn to Sub-Clause 58.2 which provides, inter alia, that acts intended to</p> <p>materially impede the exercise of the employer's inspection and audit rights provided for under this Sub-Clause constitute a obstructive practice subject to contract termination.</p>

23. Dispute Settlement	<p>23.1 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.</p> <p>23.2 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 the Adjudicator or Dispute Resolution Committee (DRC) by either Party as specified in the SCC within 15 days after the expiration of amicable settlement period.</p>
24. Appointment of the Adjudicator Members	<p>24.1 The adjudicator shall be as specified in SCC if identified and agreed by the Employer and the Contractor during the contract agreement. If not identified in the SCC, the adjudicator shall have to be agreed and appointed whenever the dispute arises; by the consensus of the Employer and the Contractor. If the parties cannot reach an agreement on the appointment of the Adjudicator, either party may request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.</p> <p>24.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request.</p>
25 Procedures for Disputes	<p>25.1 If a dispute is referred to the Adjudicator or the DRC then the adjudicator or the DRC shall give a decision in writing within 30 days of receipt of a reference of the dispute.</p> <p>25.2 Either party may refer a decision of the Adjudicator or DRC to an Arbitrator within 30 days of the Adjudicator's or DRC's written decision. If either party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRC's decision shall be final and binding.</p> <p>25.3 The Adjudicator or the DRC Members shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator or DRC.</p> <p>25.4 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at the place given in the SCC.</p>

B. Time Control	
26. Program	<p>26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>26.2 An update of the Program shall be a program 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.</p> <p>26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.</p> <p>26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p>
27. Extension of the Intended Completion Date	<p>27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 7 days prior to the intended completion date. 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.</p>
28. Acceleration	<p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager 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</p>

	<p>and the Contractor.</p> <p>28.2 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.</p>
29. Delays Ordered by the Project Manager	29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
30. Management Meetings	<p>30.1 Either the Project Manager 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.</p> <p>30.2 The Project Manager 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 Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
31. Early Warning	<p>31.1 The Contractor shall warn the Project Manager 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 Project Manager 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.</p> <p>31.2 The Contractor shall cooperate with the Project Manager 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 Project Manager.</p>
C. Quality Control	
32. Identifying Defects	32.1 The Project Manager 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 Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
33. Tests	33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification 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.
34. Correction of Defects	34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period,

	<p>which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p>
35. Uncorrected Defects	<p>35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.</p>
D. Cost Control	
36. Contract Price	<p>36.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.</p>
37. Changes in the Contract Price	<p>37.1 In the case of an Unit Rate contract:</p> <p>(a) The Contractor shall not be allowed to change any unit rates even if the final quantities of the work done differ from the quantities in the Bill of Quantities</p> <p>(b) The Project Manager shall not adjust rates from changes in quantities.</p> <p>(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p>
38. Variations	<p>38.1 All Variations shall be included in updated Programs produced by the Contractor.</p> <p>38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall</p>

	<p>be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work. But the assessment shall be based on the following :</p> <p>If the contract value is 'a' % less than the estimated amount, then the rate of item which is not included in BOQ ("Extra Item") will be 'a' % less than the estimated unit rate of that item defined by Nepal Telecom. If the contract amount is 'b' % above than the estimated amount, then the unit rate of item which is not included in BOQ will not in any case be more than the estimated unit rate of that item defined by Nepal Telecom.</p>
39. Cash Flow Forecasts	<p>39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.</p>
40. Payment Certificates	<p>40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor.</p> <p>40.3 The value of work executed shall be determined by the Project Manager.</p> <p>40.4 The value of work executed shall comprise: the value of the quantities of work in the Bill of Quantities that have been completed; or</p> <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>

41. Payments	<p>41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. 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.</p> <p>41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>41.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>
42. Compensation Events	<p>42.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) 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.

	<p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>(l) Force majeure events as determined by the Project Manager.</p> <p>42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>42.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p> <p>42.4 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 Project Manager.</p>
43. Tax	<p>43.1 The Project Manager 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 45.</p>
44. Currency	<p>44.1 The currency of Contracts shall be Nepalese Rupees.</p>
45. Price Adjustment	<p>45.1 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</p>

	<p>due.</p> <p>45.2 Adjustment Formulae: "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type:</p> $pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + etc.$
	<p>45.3 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount as specified in the SCC.</p> <p>45.4 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 or the contract is a Lump sum Contract or a Fixed Budget Contract.</p>
46. Retention	<p>46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.</p> <p>46.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax evidence document issued by the concerned Internal Revenue Office that the contractor has submitted his Income Returns . On completion of the whole works, the Contractor may substitute retention money with an "on demand" bank guarantee.</p>
47. Liquidated Damages	<p>47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p>47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of</p>

	repayment, at the rates specified in GCC.41
48. Bonus	N/A
49. Advance Payment	<p>49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p> <p>49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>49.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
50. Securities	<p>50.1 The Performance Security as defined in SCC 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 'A' class commercial bank acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee.</p> <p>50.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p>
51. Day works	N/A
52. Cost of Repairs	<p>52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start 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.</p>
E. Finishing the Contract	

53. Completion	53.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
54. Taking Over	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
55. Final Account	55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
56. Operating and Maintenance Manuals	56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
57. Termination	<p>57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

	<p>(f) the Contractor does not maintain a Security, which is required; and</p> <p>(g) 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.</p> <p>(h) 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 58.1.</p> <p>57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.5 Force Majeure: If a party is or shall be prevented from performing any of its obligations by Force measure, the party affected shall notify the other party immediately. If necessary, the contractor shall suspend the execution of the works and, to the extent agreed with the Employer, demobilise the contractor's Equipment. If the event continues for a period of 90 days, either party may then give notice of termination which shall</p> <p>57.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
58. Fraud and Corruption	<p>58.1 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.</p> <p>58.2 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 Clause 9.</p> <p>For the purposes of this Sub-Clause;</p> <p>(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.</p> <p>(ii) "fraudulent practice"⁵ 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;</p> <p>(iii) "collusive practice"⁶ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the</p>

	<p>actions of another party;</p> <p>(iv) “coercive practice”⁷ 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;</p> <p>(v) “obstructive practice” is</p> <p>(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</p> <p>(bb) acts intended to materially impede the exercise of the GON’s/DP’s inspection and audit rights provided for under Sub-Clause 22.2.</p>
59. Black Listing	<p>59.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO) and the employer, on the recommendation of procuring entity, may blacklist a Bidder 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 bidder.</p> <p>(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.</p>
60. Payment upon Termination	<p>60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>60.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for</p>
	<p>the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>

61. Property	61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
62. Release from Performance	62.1 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 Project Manager 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.
63. Project Manager's Duties and Authorities	64.1 The Project Manager's duties and authorities are restricted to the extent as stated in the SCC.
64. Local Taxation	66.1 The prices tendered by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids 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.
65. Value Added Tax	67.1 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.

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

Special Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is Nepal Telecom, Optical Network Project
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be 12 months from the date of site possession/layout.
GCCs 1.1 (aa) & 4.1	The Project Manager is Nepal Telecom
GCC 1.1 (cc)	The Site is located at Central Store Thankot, Kathmandu.
GCC 1.1 (jj)	The Works consist of <u>Store Shed Construction works</u>
GCC 3.1	The language of the contract is ENGLISH The law that applies to the Contract is the law of NEPAL
GCC 8.1	Schedule of other contractors: NA
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ol style="list-style-type: none"> 1. The minimum cover for loss of or damage to the Works, Plant and Materials is: 110 percent of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is: 3. The minimum cover for loss or damage to Equipment is : 110 percent 4. The maximum deductible for insurance of Equipment is: 5. The minimum for insurance of other property is: 110 percent with unlimited number of occurrences 6. The maximum deductible for insurance of other property is: 7. The minimum cover for personal injury or death insurance <ol style="list-style-type: none"> i. for the Contractor's employees is that specified in the Labour act of Nepal and ii. for other people is : 15 lakh with an unlimited number of occurrences
CC 14.1	Site Investigation Reports are: to be provided on request
GCC 17.1	The following shall be designed by the Contractor: Temporary works
GCC 23.2	The Adjudicator is not identified and agreed during the contract agreement, the adjudicator shall have to be agreed and appointed whenever the dispute arises.
GCC 25.3	NA
GCC 25.4	The place of arbitration shall be: Kathmandu.

B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 30 days.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: <i>12 months</i> from the date of the final acceptance of the works.
D. Cost Control	
GCC 41.1	The prevailing interest rate is not applicable.
GCC 45.1	The Contract “ <i>is not</i> ” subject to price adjustment, and the following information regarding coefficients “ <i>does not</i> ” 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 Bid which is approved by the Project manager and attached as Annex-1.
GCC 45.7	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 Bid which is approved by the Project manager and attached as Annex-1
GCC 45.8	The Price Adjustment shall not be applicable.
GCC 46.1	The proportion of payments retained is: <i>5 (FIVE) PERCENT.</i>
GCC 47.1	The liquidated damages for the Works are 0.5 PERCENT per week of the remaining works. The maximum amount of liquidated damages for the whole of the Works is 10 PERCENT of the final Contract Price.
GCC 49.1	The <i>Advance Payments shall be: upto 20%.</i>
GCC 49.3	Proportionate amounts to be repaid <u>25% of each payment.</u>
GCC 50.1	If bid price of the bidder is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. Otherwise it shall be as per public procurement act 2073 (Amendment dated 2073/3/30)
E. Finishing the Contract	
GCC 56.1	The date by which “as built” drawings are required is <i>at the time of final bill payment.</i>
GCC 57.2 (g)	The maximum number of days : 200 Days <i>or as per the New</i> public procurement act.
GCC 60.1	The percentage to apply to the value of the works not completed, representing the Employer’s additional cost for completing the works is 25%.

SECTION - IX

Contract Forms

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

Letter of 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 *[insert amount in figures and words in Nepalese Rupees]* as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

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 lowest evaluated bid.]

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 dated*date*for execution of the.....*name of the contract and identification number, as given in the Contract Data/SCC* for the Contract price of Nepalese Rupees [*insert amount in figures and words in Nepalese Rupees*], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security as specified in the SCC consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

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

Authorized Signature:

Name and Title of Signatory:

Contract Agreement

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

WHEREAS the Employer desires that the Works known as *name of the 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.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the Addenda Nos *insert addenda numbers if any*
 - (d) the Special Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) Bills of Quantities (BOQ);
 - (g) the Specification;
 - (h) the Drawings;
 - (i) the Activity Schedules; and
 - (j) Table of Price Adjustment Data
 - (k)*[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

Performance Security
(On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: Name and Address of Employer

Date:

Performance Guarantee No.:.....

We have been informed that *name of the Contractor* (hereinafter called "the Contractor") has been notified by you to sign the Contract No. *reference number of the Contract* *dated..... 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, a performance guarantee is required.

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

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

.....

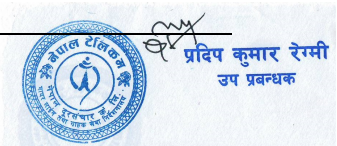
Seal of Bank and Signature(s)

Note:

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

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

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



Advance Payment Security

(On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: **Name and Address of Employer**

Date:.....

Advance Payment Guarantee No.:

We have been informed that **name of the Contractor**. (hereinafter called "the Contractor") has entered into Contract No. **reference number of the Contract**. dated with you, for the execution of **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 **name of the currency and amount in figures***. (. **amount in words**.) is to be made against an advance payment guarantee.

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

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number **Contractor's account number**. at **name and address of the Bank**.

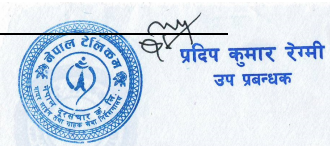
The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy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

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

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

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

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



A Class Commercial Banks listed

- (1) Nabil Bank Limited
- (2) Himalayan Bank Limited
- (3) Bank of Kathmandu Limited
- (4) NIC Asia Bank Limited
- (5) Machhapuchchhre Bank Limited
- (6) Lumbini Bank Limited
- (7) Prime Commercial Bank Limited
- (8) NMB Bank Limited
- (9) Sunrise Bank Limited
- (10) Nepal Credit and Commerce Bank Limited
- (11) Janata Bank Limited
- (12) Century Bank Limited
- (13) Standard Chartered Bank Nepal Limited
- (14) Nepal Investment Bank Limited
- (15) Everest Bank Limited
- (16) Siddhartha Bank Limited
- (17) Laxmi Bank Limited
- (18) Kumari Bank Limited
- (19) Nepal SBI Bank Limited
- (20) Global IME Bank Limited
- (21) Mega Bank Nepal Limited
- (22) Citizens Bank International Limited
- (23) Sanima Bank Limited
- (24) Nepal Bangladesh Bank Ltd
- (25) Civil Bank Limited
- (26) Nepal Rastra Bank

Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
ELI	Eligibility
EQC	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
GCC	General Conditions of Contract
GoN	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
PAN	Permanent Account Number
PPA	Public Procurement Act
PPMO	Public Procurement Monitoring Office
PPR	Public Procurement Regulations
PL	Profit & Loss
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
VAT	Value Added Tax
WRQ	Works Requirements

