

BIDDING DOCUMENT

for

THE PROCUREMENT OF

Construction of Sarswati Secondary School Play Ground at Molung-01

Sealed Quotation (SQ)

Molung Rural Municipality Office

Issued on:2083/06/14

Issued to: All Eligible Bidders

Invitation for Quotations No.: MRM/SQ/03/083/084

SQ No.:03




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Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP	Development Partners
e-GP.....	Electronic Government Procurement
ELI	Eligibility
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC	International Chamber of Commerce
IFQ	Invitation for Quotations
ITB	Instructions to Bidders
NCB	National Competitive Bidding
NPR	Nepalese Rupees
PAN	Permanent Account Number
PPA	Public Procurement Act, 2063
PPMO.....	Public Procurement Monitoring Office
PPR	Public Procurement Regulations, 2064
PS	Provisional Sum
SQ.....	Sealed Quotation
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
VAT.....	Value Added Tax
WRQ	Works Requirement




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Invitation for Quotations

Molung Rural Municipality

Invitation for Quotations for the **Construction of Sarswati Secondary School Play Ground at Molung-01**

Contract Identification No: **MRM/SQ/03/083/084**

Second Date of publication: **2083/06/23**

1. The **Molung Rural Municipality Office** invites “sealed” quotations from Nepalese eligible bidders for the **Construction of Sarswati Secondary School Play Ground at Molung-01**. The estimated amount for the works is NPR. **12,86,224.79(without VAT & Contingency but including PS)**.
2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of **Molung Rural Municipality Office, Prapcha, Okhaldhunga**.
3. A complete set of Bidding Documents may be purchased from the office **Molung Rural Municipality Office, Prapcha, Okhaldhunga** by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of **Rs. 1000.00** till **2083/06/27 at 11:00** hours in the following account:
Name of the Bank: **Laxmi Sunrise Bank Ltd** Name of Office: **Molung Rural Municipality Office**
Office Code no. : **801011006** Office Account no.: **0880515147703008**
Rajaswa (revenue) Shirshak no. : **NA**
4. “Sealed” quotation must be submitted to the office **Molung Rural Municipality Office, Prapcha, Okhaldhunga** by “hand” on before **2083/06/27 at 11:00 hour** Bids received after this deadline will be rejected.
5. The bids will be opened in the presence of Bidders' representatives who choose to attend at **2083/06/27 at 13:00 hour** at the office of **Molung Rural Municipality Office, Prapcha, Okhaldhunga**. Bids must be valid for a period of **45 days** from the bid submission deadline and must be accompanied by a bid security amounting to a minimum of **NPR 40,000.00**, which shall be valid for 30 days beyond the validity period of the bid **75 days**. If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit **Account No.0880515147703002** at **Laxmi Sunrise Bank Ltd, Molung** and submit the receipt of the deposited amount of cash along with the bid.
6. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.




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Section I: Instruction to Bidders (ITB)

1. Scope of Works	1.1 The Employer stated in the BDS for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of <i>Employer, name of project and contract identification number of Contracts</i> are provided in the BDS .
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered contractors with evaluation and eligibility criteria specified in section III Eligibility Criteria. A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay loan disbursed by bank or financial institution, and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO, the competent authority and/or the DP. 2.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.
3. One Bid per Bidder	3.1 Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.
6. Content of Quotation Form	6.1 The Quotation Form comprise the sections listed below: Section I: Instructions to Bidders Section II: Bid Data Sheet Section III: Eligibility Criteria Section IV: Bidding Forms Section V: Works Requirements Section VI: Bill of Quantities Section VII: General Conditions of Contract (GCC) Section VIII: Special Conditions of Contract (SCC) Section IX: Contract Forms
7. Clarification	7.1 A prospective Bidder may obtain clarification on the Quotation Form from the Employer on or before 5 days prior to the deadline for submission of quotation.
8. Language of Bid	8.1 All documents relating to the bid shall be in English /Nepali.
9. Documents Comprising Bid	9.1 The bid by the Bidder shall comprise the following: 1) Letter of Bid 2) Eligibility Information / Document as per Section III (Eligibility Criteria) 3) Bid Security (Cash Deposit Voucher or Bank Guarantee)




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	4) Priced Bill of Quantities 5) Power of Attorney of Bid Signatory and <u>The Letter of Bid form and Bill of Quantities 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</u>
10. Bid Prices	10.1 The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid separately by the Employer. All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
11. Bid Validity	11.1 Bids shall remain valid for the period specified in the BDS. after the bid submission deadline date prescribed by the Employer. <u>In the case of electronic bid submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for bid submission. However, the validity period of the bids shall still be counted from the original bid submission deadline.</u> A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
12. Bid Security	12.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive. 12.2 The bid security shall be, at the Bidder's option, in any of the following forms: - an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; - a cash deposit voucher in the Employer's Account as specified in BDS. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid. <u>A bid security valid for a shorter period shall be rejected by the Employer as non-responsive.</u> 12.3 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid, then Bid shall be rejected. 12.4 The bid security shall be forfeited if: - a Bidder requests for withdrawal during the period of bid validity specified by the Bidder on the Letter of Bid, after bid submission deadline. - a Bidder changes the prices or substance of the bid while providing information;

	(c) a Bidder involves in fraud and corruption pursuant to ITB 27; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with ITB 25 and ITB 26; (ii) sign the Contract in accordance within the period stipulated in Letter of Acceptance; or (iii) accept the correction of arithmetical errors pursuant to ITB 21.1. 12.5 The public entity shall return the bid securities except those that are to be forfeited as per ITB 12.4 to the respective bidders within three (3) days after the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant, to ITB 25.1 and ITB 24.2.
13. Format and Signing of Bids	13.1 The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
14. Sealing and Marking of Bids	14.1 Bidders may submit their bids by hand copy or by electronically as specified in the BDS. 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: (a) Bidders submitting bids by hand copy: The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation. (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Employer at the address or submitted electronically no later than the time and date specified in BDS .
16. Late Bids	16.1 Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17.Modification And Withdrawal of Bids	17.1 Bids once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS . The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

20. Examination of Bids	20.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Bids	21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows: (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; (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 (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a),(b) and (c) above. 21.2 In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected. 21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.
22. Award of Contract	22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2. 22.2 if the bid for a Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded or extremely low in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract or may consider the bid as non-responsive.

23. Employer's Right to Accept or Reject	23.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all sealed quotations at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all sealed quotations submitted and specifically, Sealed Quotation securities, shall be promptly returned to the Bidders. 23.2 The public entity shall give notice of the rejection of bids or the cancellation of the procurement proceedings pursuant to ITB 23.1, along with the reasons for such rejection or cancellation, to all bidders participating in the bid. 23.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 23.2, the grounds for the rejection of all bids or the cancellation of the procurement proceedings, the public entity shall provide such information to that bidder.
24. Notification of Award and Signing of Agreement	24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer. 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant ITB 25.1, ITB 26.1 and sign the Contract Agreement. 24.3 Inability of the Bidder to make a Contract Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.
25. Performance Security	25.1. Within seven (7) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in an amount in NPR equal to 5 (five) percent of the Bid Price (without VAT but including PS) from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract and subject to ITB 26.1 using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. 25.2 Failure of the successful Bidder to submit the Performance Security pursuant ITB 25.1, ITB 26.1 or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
26. Additional Securities	26.1 The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, is front loaded or unbalanced. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest evaluated Bidder.




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27. Corrupt or Fraudulent Practices	27.1 The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
28. Conduct of Bidders	28.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
	28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price. g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
29. Blacklisting Bidder	29.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder: a) if it is proved that the bidder committed acts pursuant to the ITB 28.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract, c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, e) if the successful bidder fails to sign the contract. f) a Bidder requests for withdrawal or modification of its bid: (i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission.

	g) if the bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification as per ITB 21.2. h) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 21.2. 29.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay a loan disbursed by a bank or financial institution, and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO, the competent authority and/or the DP.
30. Provision of PPA and PPR	If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

SECTION II: Bid Data Sheet

ITB 1	The scope of work is: Construction of Sarswati Secondary School Play Ground at Molung-01, Okhaldhunga. The number of the Invitation for SQ is : MRM/SQ/03/083/084 The Employer is: Molung Rural Municipality Office The name of the Project is: Construction of Sarswati Secondary School Play Ground at Molung-01
ITB 11	The bid validity period shall be: 45 (Forty Five) Days.
ITB 12.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal with a minimum of NPR. 40,000.00 , which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2 (b)	Cash Deposit Account for Bid Security: Account Name: MOLUNG GAUPALIKA GA- 3.1 DHARAUTI KHATA Bank Name: Laxmi Sunrise Bank Ltd. Bank Address: Prapcha, Okhaldhunga. Account Number: 0880515147703002
ITB 14.1	Bidders shall have the option of submitting their bids by hand / by courier.
ITB 14.1 (b)	Electronic submission procedure shall be : NA
ITB 15	The deadline for bid submission is: Address: Molung Rural Municipality Office,Prapcha,Okhaldhunga. Date: 2083/06/27 Time : 11:00 hour
ITB 18	The bid opening shall take place at : Address : Molung Rural Municipality Office,Prapcha,Okhaldhunga. Date:2083/06/27 Time :13:00 hour




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Section III: Eligibility Criteria

Eligibility Information

Eligibility Requirements:

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

- a. Firm, Organization or Company Registration Certificate: [attach copy]
- b. Business Registration Certificate (License: [attach copy]
- c. PAN/VAT Registration Certificate: [attach copy]
- d. Tax Clearance Certificate or Evidence of Time Extension or Tax return submission evidence for the F/Y **2082/083.**
- e. Power of Attorney: [attach copy]
- f. Letter of Bid [attach copy]




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Section IV: Bidding Forms

Letter of Bid

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

Date:

Name of the contract:

Invitation for SQ No.:

To:

We, the undersigned, declare that:

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

Name:

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date




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Bid Security

Bank Guarantee

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

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

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

Date:.....

Bid Security No.:.....

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

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

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

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

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

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

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

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

Note:

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



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Part - II Employer's Requirements

Section V Works Requirements

Section VI. Bill of Quantities




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SECTION V: Works Requirements

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

Scope of Work

Construction of Play Ground at Sarswati Secondary School Molung-01.

Specifications

Mention in Bill of Quantity as per DUDBC




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Drawings

NA




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Supplementary Information

NA




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SECTION VI: Bill of Quantities¹

Bill of Quantities

Mention in Below

Project Name : Construction of Sarswati Secondary School Play Ground at Molung-01.

Contract No.:-MRM/SQ/03/083/084

S.N.	Component	Unit	Quantity	Rate (NRS.)	Amount	Remarks
A	Provisional Sum					
1.00	Insurance for the loss of damage to works plant, material, equipment property and personnel injury of death and commission of bank security and performance guarantee all complete	PS	1	25000.00	25,000.00	
	Sub- total of (A) NRS				25,000.00	
C	CIVIL WORKS					
1	Earthwork in excavation mandays (ordinary soil per m3)	cum	131.892			
2	Fabrication of gabion boxes (machine made gabion boxes) size 100*120mm Box size = (2*1*1) m	NO	90			
3	Fabrication of gabion boxes (machine made gabion boxes) size 100*120mm Box size = (1.5*1*1) m	NO	5			
4	Assembling of wire crates/gabion/revetment and placing them in position including stretching, binding then together and tying down lids.binding wire-15SWG Box size = (2*1*1) m	NO	90			
5	Assembling of wire crates/gabion/revetment and placing them in position including stretching, binding then together and tying down lids.binding wire-15SWG Box size = (1.5*1*1) m	NO	5			
6	packing and filling of gabion crate with rubble stones	cum	187.5			
7	Supply delivery and installation of geotextile	sqm	96			
8	Earth filling with ordinary soil in layers of 15,15 cm and compacting manually with no water sprinkling	cum	62.5			
	Sub-total of (B) NRS					
	Sub total (B)=X					
	Add VAT @ 13% of X =Y					
	Total Amount including VAT&PS(X+Y)					

Part - III Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract (GCC)

Section VIII. Special Conditions of Contract (SCC)

Section IX Contract Forms




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Section VII: General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:
The Contract	1.1.1 “Contract” means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC). 1.1.2 “Specification” means the document as listed in the SCC, and any variation to such document. 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the SCC, and any variation to such drawings. 1.1.4 “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender. 1.1.5 “Bid or Quotation” means the contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. 1.1.6 “Letter of Acceptance” means the formal acceptance by the Employer of the bid or Tender.
Persons	1.1.7 “Employer” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee. 1.1.8 “Contractor” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee. 1.1.9 “Party” means either Employer or the contractor.
Date, Times and Periods	1.1.10 “Commencement Date” means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties. 1.1.11 “Day” means a calendar day. 1.1.12 “Time for Completion” means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 6.3), calculated from the Commencement Date.

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

	If a notice given pursuant to Sub Clause 1.5 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.
1.6 Statutory Obligations	The contractor shall comply with the laws of Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.
2. The Employer	
2.1 Provision of Site	The Employer shall provide the Site and right of access thereto at the times stated in the SCC .
2.2 Permits and Licenses	The Employer shall, if requested by the contractor, assist him in applying for permits, licenses or approvals which are required for the Works.
2.3 Employer's Instructions	The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.
2.4 Approvals	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.
3. Employer's Representatives	
3.1 Authorized Person	One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the SCC , or as otherwise notified by the Employer to the contractor.
3.2 Employer's Representative	The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC , or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.
4. The Contractor	
4.1 General Obligations	The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer. During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under. A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.
4.2 Contractor's Representative	The contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the contractor.
4.3 Subcontracting	The contractor shall not subcontract the Works.
4.4 Performance Security	4.4.1 The Performance Security, including any additional security, shall be provided to the Employer no later than the date specified in the Letter of



(Signature)
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	Acceptance and shall be issued in an amount specified in the SCC, by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal 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., and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days beyond the end of the intended Defect Liability Period. 4.4.2 However, any additional performance securities required as per ITB 26.1, should be valid until a date 30 days beyond the end of the intended completion date.
5. Employer's Liabilities	
5.1 Employer's Liabilities	In this Contract, Employer's Liabilities mean: - war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country, - rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country, - riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works. - use or occupation by the Employer of any part of the Works, except as may be specified in the Contract, - design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, - any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions - a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure, - any failure of the Employer, - physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer, - any delay or disruption caused by any Variation, - any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement, - losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and - damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.

6. Time for Completion	
6.1 Execution of the Works	The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.
6.2 Programme	The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC .
6.3 Extension of Time	The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities. The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 21 days before the expiry of the Contract completion date. On receipt of an application from the contractor, within 21 days, the Employer shall consider all supporting details provided by the contractor and shall decide extend the Time for Completion as appropriate.
6.4 Liquidated Damages for Delay	If the contractor fails to complete the Works within the Time for Completion, the contractor's liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.
7. Taking-Over	
7.1 Completion	The contractor may notify the Employer when he considers that the Works are complete. In addition to the other provisions, before acceptance of the completed works, Employer shall verify and assure that such works are within the set objective, quality and appropriate to operate and use.
7.2 Taking-Over Notice	The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly. The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.
8. Remedying Defects	
8.1 Remedying Defects	The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.
8.2 Uncovering and Testing	The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's design, materials, plant or workmanship are not in accordance with

	the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 9.2.
9. Variations and Claims	
9.1 Right to Vary	The Employer may instruct Variations.
9.2 Valuation of Variations	Variations shall be valued as follows: a. where appropriate, at rates in the Contract, or b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or c. at appropriate new rates, as may be agreed or which the Employer considers appropriate.
9.4 Right to Claim	If the contractor incurs cost as a result of any of the Employer's Liabilities, the contractor shall be entitled to the amount of such cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.
9.5 Variation and Claim Procedure	The contractor shall submit the Employer an itemised make-up of the value of Variations and claims within 7 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible, agree the value. In the absence of agreement, the Employer shall determine the value.
10. Contract Price and Payment	
10.1 Valuation of the Works	The Contract Bill of Quantities and the approved Variation quantities shall be used to calculate the valuation of the works completed. The Contractor shall be paid for the quantity of work done at the rate in the Bill of Quantities or rate agreed pursuant to clause 9.2 for varied works.
10.2 Payments Certificates	The Contractor shall submit to the Employer monthly statements of the estimated value of the works completed less the cumulative amount certified previously. The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor
10.3 Payments	The Employer shall pay to the contractor the amount certified less retention at the rate stated in the SCC within 30 days of the date of each certificate.
10.4 Payment Retention	One half of the retention shall be repaid by the Employer to the contractor within 30 days upon expiry of Defects Liability Period and the Employer has certified that the notified defects have been corrected. The remainder of the retention shall be paid by the Employer to the contractor within 7 days after submission of evidence document from the concerned Internal Revenue Office that the contractor has submitted his Income Returns

10.5 Advance Payment	10.5.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC in two equal installments by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in a form acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment. 10.5.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. 10.5.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages. 10.5.4 If the advance provided under GCC 10.5.1 is not settled due to non-performance of the Works under the contract, by the Contractor within the time period specified in the Contract, the Employer shall recover the advance by enforcing the bank guarantee as provided under GCC 10.5.1, and shall also recover interest on the advance amount from the Contractor at a rate stated in SCC
10.6 Local Taxation & Value Added Tax	a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal. b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.
11. Termination of Contract and Payment	11.1 The Employer may terminate the Contract at any time if the contractor; a. does not commence the work as per the Contract, b. abandons the work without completing, c. fails to achieve progress as per the Contract. 11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. 11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following : (a) The Contractor uses the advance payment for matters other than the contractual obligations, (b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project

	Manager; (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; (f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (g) The Contractor fails to update the Program as per the contract and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; (h) the Contractor does not maintain a Security, which is required; (i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC 6.4; and (j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 14. 11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience. 11.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. 11.7 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered minus the advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. 11.8 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate. 11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the Employer may after forfeiting the performance security: (a) withhold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Employer, have been established, and/or (b) recover from the Contractor any losses and damages incurred by the Employer and any additional costs of completing the Works, after allowing
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	for any sum due to the Contractor, as Government dues. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor. 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.
12. Risk and Responsibility	
12.1 Contractor's Care of the Works	The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.
12.2 Force Majeure	If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the contractor's Equipment. If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice. After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: - any sums to which the contractor is entitled under Sub-Clause 9.4, - the Cost of his suspension and demobilization, - any sums to which the Employer is entitled. The net balance due shall be paid or repaid within 30 days of the notice of termination.
13. Resolution of Disputes	
13.2 Amicable Settlement	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.
14. Fraud and Corruption	14.1 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. For the purposes of this GCC 14; "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to

	mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “collusive practice”⁶ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) “coercive practice”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; (v) “obstructive practice” is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the GON’s/DP’s inspection and testing rights provided for under GCC8. 14.2 The contractor shall be prosecuted for offenses under prevailing criminal laws, if the contractor: (i) Misuses the Advance Payment or payments received from the Employer; (ii) Receives payment by submitting false information or documents; (iii) Abandons the works before completion; (iv) Commits a serious violation of the contract; or (v) Causes loss or damage to the Employer.
15. Blacklisting	15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a contractor for his conduct up to three years on the following grounds and seriousness of the act committed by the contractor: a) if it is proved that the contractor committed acts pursuant to the GCC Clause 14 b) if it is proved later that the contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract, c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder’s qualification information,
16. Provision of PPA and PPR	If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section VIII: Special Conditions of Contract (SCC)

This SCC forms part of the Agreement.

Clause	Item
GCC 1.1.1 and GCC 1.3	Documents forming the Contract listed in the order of priority : 1. Contract Agreement ; 2. Letter of Acceptance ; 3. Letter of Bid ; 4. Special Conditions of Contract ; 5. General Conditions of Contract ; 6. Specifications ; 7. Drawings ; 8. Bill of Quantities ;
1.1.12	The indented completion date for the works shall be 2083/11/15
GCC 1.5.1	The language of the contract is ENGLISH/NEPALI .
GCC 1.5.2(a)	The agreed electronic transmission shall be : NA
GCC 2.1	The Site Possession Date(s) shall be: 7 days after contract Agreement.
GCC 3.1	Authorized person is Engineer.
GCC 3.2	Name and address of Employer's representative Molung Rural Municipality Office
GCC 4.4	The Performance Security amount is: 5%. additional amount based on ITB 25.1 and ITB 26.1 if the Employer has increased the Performance Security amount.
GCC 6.2	Time for the submission of programme Within 15 days of the commencement date.
GCC 6.4.1	Liquidated Damages for Delay is 0.05% of the final Contract Price (without VAT but including PS) per day. The maximum amount of Liquidated Damages for Delay is up to a maximum of 10% of the final Contract Price (without VAT but including PS).
GCC 8.1	Period for notifying defects is 365 days calculated from the date stated in the notice under Sub-Clause 7.2.
GCC 10.5.1	The provision of Advance Payments "Not Applicable" in the contract. If Applicable, the Advance Payments shall be: NA and shall be paid in two equal installments and to the Contractor.
GCC 10.5.3	Deductions from Payment Certificates will commence in the first certificate in which the Value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 0% the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.
GCC 10.5.4	Recover interest on the advance amount from the Contractor should be at a rate of 10 %.




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SECTION IX: Contract Forms

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




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Letter of Acceptance

[on letterhead paper of the Employer]

Date:

To:..... name and address of the Contractor

Subject: Notification of Award

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

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

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

Authorized Signature:

Name and Title of Signatory:

CC:

[Insert name and address of all other Bidders, who submitted the SQ]




नरेन्द्र प्रसाद तिमिल्सिना
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Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

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

Witness, Name Signature, Address, Date

Witness, Name, Signature, Address, Date




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Performance Security

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

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

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

..... Name and Address of Employer

Date:

Performance Guarantee No.:

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

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

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

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

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

Note:

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

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

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




नगेन्द्र प्रसाद मिश्र
प्रमुख प्रशासकीय अधिकृत

Advance Payment Security

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

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

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

Beneficiary: *Name and address of employer*

Date :

Advance Payment Guarantee No.....

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

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

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

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

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

Note:

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

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

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




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