

# BIDDING DOCUMENT

for

## THE PROCUREMENT OF

**Construction of Temporary Prefab Building at  
Biratnagar, Morang**

**Sealed Quotation**

Issued By:

**National Child Rights Council(NCRC),Pulchowk,Lalitpur.**

Issued on:2078/02/12

Invitation for Quotations No. :2-077/78



  
**Executive Director**

## Abbreviations

BD .....	Bidding Document
BDF .....	Bidding Forms
BDS .....	Bid Data Sheet
BOQ .....	Bill of Quantities
COF .....	Contract Forms
DP .....	Development Partners
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
PAN .....	Permanent Account Number
PPA .....	Public Procurement Act
PPMO.....	Public Procurement Monitoring Office
PPR .....	Public Procurement Regulations
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**  
**National Child Rights Council, Pulchok, Lalitpur**  
Invitation for Quotations for the **Construction of Temporary Prefab Building**  
Contract Identification No : **2-077/78** Date of publication: **2078/02/12**

The **National Child Rights Council, Pulchok, Lalitpur** invites sealed quotations for the **Construction of Temporary Prefab Building at Bhrikutimandap, Kathmandu** The estimated amount for the works is **NRS. 17,11,700.03** [without VAT and contingency]

1. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of **National Child Rights Council, Pulchok, Lalitpur** .
2. A complete set of Bidding Documents may be purchased from the **National Child Rights Council, Pulchok, Lalitpur**. 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 **2078/02/26 during office hours**.
3. Sealed bids must be submitted to the office **National Child Rights Council, Pulchok, Lalitpur** or **Province Social Development Ministry's Children Section** by *hand* before **12:00 hour** on **2078/02/27**. Bids received after this deadline will be rejected.
4. The bids will be opened in the presence of Bidders' representatives who choose to attend at **14:00 hours on 2078/02/28** at the office of **National Child Rights Council, Pulchok, Lalitpur**. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of **NRS 50,000.00** which shall be valid for 30 days beyond the validity period of the bid.
5. 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.

*Note:*

*(As mentioned in clause 49ka of PPR 2064 clause 49ka ,add more relevant information as per required)*



  
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## Section I. Instruction to Bidders(ITB)

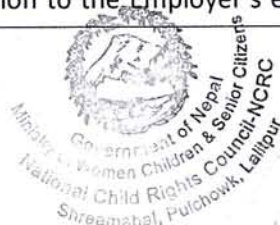
1. Scope of Works	1.1 The Employer stated in the BDS for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of <i>Employer, name of project and contract identification number of Contracts</i> are <b>provided in the BDS.</b>
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered contractors with eligibility criteria specified in section III Eligibility Criteria. A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) 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 and/or the DP.
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 documents 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	The bid by the Bidder shall comprise the following: <ul style="list-style-type: none"> <li>• Letter of Bid</li> <li>• Eligibility Information/Document</li> <li>• Bid Security and</li> <li>• Priced Bill of Quantities</li> </ul>
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.



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<b>17.Modification AndWithdrawal of Bids</b>	17.1Bids once submitted shall not be withdrawn or modified.
<b>18. Bid Opening</b>	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 <b>as specified in the BDS</b> .The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
<b>19. Process to be Confidential</b>	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. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid.
<b>20.Examination of Bids</b>	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.
<b>21. Evaluation and Comparison of Bids</b>	<p>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:</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 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.</p> <p>(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.</p> <p>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.</p> <p>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.</p>
<b>22. Award of Contract</b>	<p>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.</p> <p>22.2 If the bid, which results in the lowest Evaluated Bid price, is unbalanced or frontloaded in relation to the Employer's estimate of the items of Work to be</p>

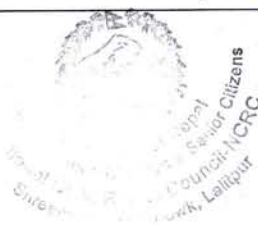


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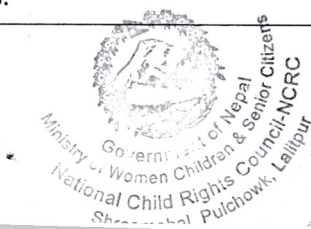
<p><b>11. Bid Validity</b></p>	<p>11.1 Bids shall remain valid for the period <b>specified in the BDS</b> after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p>
<p><b>12. Bid Security</b></p>	<p>12.1 The Bidder shall furnish as part of its bid, in original form, a bid security <b>as specified in the BDS</b>. 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>12.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee from "A" class commercial bank or;</li> <li>(b) a cash deposit voucher in the Employer's Account as specified in BDS.</li> </ul> <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section III (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</p> <p>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.</p> <p>12.4 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> <li>(a) a Bidder requests for withdrawal during the period of bid validity specified by the Bidder on the Letter of Bid, after bid submission deadline.</li> <li>(b) a Bidder changes the prices or substance of the bid while providing information;</li> <li>(c) a Bidder involves in fraud and corruption pursuant to clause 27;</li> <li>(d) the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) furnish a performance security in accordance with clause 25 and 26;</li> <li>(ii) sign the Contract in accordance within the period stipulated in Letter of Acceptance; or</li> <li>(iii) accept the correction of arithmetical errors pursuant to clause 21.1</li> </ul> </li> </ul>
<p><b>13. Format and Signing of Bids</b></p>	<p>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.</p>
<p><b>14. Sealing and Marking of Bids</b></p>	<p>14.1 Bidders may submit their bids by hand copy or by electronically. When so <b>specified in the BDS</b>, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure <b>specified in the BDS</b></li> </ul>
<p><b>15. Deadline for Submission of Bids</b></p>	<p>15.1 Bids shall be delivered to the Employer at the address no later than the time and date <b>specified in BDS</b>.</p>
<p><b>16. Late Bids</b></p>	<p>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.</p>



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	performed under the contract, the Employer shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the Employer shall increase at the expense of the bidder the performance security set forth in Clause 25 by an additional 8% of the quoted amount to protect the Employer against financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the Employer may reject such bid.
<b>23. Employer's Right to Accept any Bid and to Reject any or all Bids</b>	23.1 The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
<b>24. Notification of Award and Signing of Agreement</b>	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 Clause 25 and sign the Agreement. 24.3 Inability of the Bidder to make an 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.
<b>25. Performance Security</b>	251. Within seven (7) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned 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. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: <b>Performance Security Amount =</b> <b>[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b> The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
<b>26. Additional Securities</b>	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, 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.
<b>27. Corrupt or Fraudulent Practices</b>	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.
<b>28. Conduct of Bidders</b>	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.



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*[Handwritten Signature]*



	<p>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 :</p> <ol style="list-style-type: none"> <li>give or propose improper inducement directly or indirectly,</li> <li>distortion or misrepresentation of facts</li> <li>engaging or being involved in corrupt or fraudulent practice</li> <li>interference in participation of other prospective bidders.</li> <li>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,</li> <li>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..</li> <li>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</li> </ol>
<p><b>29. Blacklisting Bidder</b></p>	<p>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:</p> <ol style="list-style-type: none"> <li>if it is proved that the bidder committed acts pursuant to the Sub-Clause 28.2,</li> <li>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 ,</li> <li>if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</li> <li>if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</li> </ol> <p>29.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>
<p><b>30. Provision of PPA and PPR</b></p>	<p>If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.</p>



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*[Handwritten Signature]*

SECTION - II  
Bid Data Sheet

ITB 1	<p>The scope of work is: <b>Construction of Temporary Prefab Building at Biratnagar, Morang</b></p> <p>The number of the Invitation for Bids is : <b>2-077/78</b></p> <p>The Employer is : <b>National Child Rights Council,Pulchok,Lalitpur .</b></p> <p>The name of the Project is: <b>Construction of Temporary Prefab Building at Bal Balika Khoj Talash Tatha Samrakshan Kendra, Doodha Farm, Biratnagar,Morang</b></p>												
ITB 11	The bid validity period shall be: <b>45(Forty Five) Days.</b>												
ITB 12.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of <b>NRS. 50,000.00</b> , which shall be valid for 30 days beyond the validity period of the bid.												
ITB 12.2 (b)	<p>Cash Deposit Account for Bid Security:</p> <p>Dharauti khata no:-01801000002003000001 Kha 2.3 Ko.le.ni.ka.lalitpur</p> <p>Code no:-340813401</p>												
ITB 14.1	<p>Bidders "<b><u>shall not</u></b>" have the option of submitting their bids electronically.</p> <p>Electronic submission procedure shall be :<b>[Insert electronic submission procedure if electronic submission is allowed]</b></p> <p>"Bidders shall follow the electronic bid submission procedures specified below:</p> <ol style="list-style-type: none"> <li>i. The bidder is required to register in the e-GP system <a href="https://www.bolpatra.gov.np/egp">https://www.bolpatra.gov.np/egp</a> following the procedure specified in e-GP guideline.</li> <li>ii. Interested bidders may either purchase the bidding document from the employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.</li> <li>iii. The registered bidders need to maintain their profile data required during preparation of bids.</li> <li>iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid.</li> <li>v. The bidder can prepare their bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity.</li> <li>vi. Bidders should update their profile data and documents required during preparation and submission of their bids.</li> </ol> <p>The required forms and documents shall be part of technical bids.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>No.</th> <th>Document</th> <th>Requirement</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td></td> <td>Letter of Bid</td> <td>Mandatory</td> <td>PDF</td> </tr> <tr> <td></td> <td>Bid Security/Bank Guarantee</td> <td>Mandatory</td> <td>PDF</td> </tr> </tbody> </table>	No.	Document	Requirement	Remarks		Letter of Bid	Mandatory	PDF		Bid Security/Bank Guarantee	Mandatory	PDF
No.	Document	Requirement	Remarks										
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	Bid Security/Bank Guarantee	Mandatory	PDF										

  
 Government of Nepal  
 Ministry of Women Children & Senior Citizens  
 National Child Rights Council-NCRC  
 Shreemahal, Pulchowk, Lalitpur

  
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	Company registration	Mandatory	PDF
	VAT registration	Mandatory	PDF
	Tax clearances certificate or evidence of tax return submission	Mandatory	PDF
	Power of Attorney of Bid signatory	Mandatory	PDF
	Completed BoQ	Mandatory	PDF
	Bank Voucher for cost of bid document	Mandatory	PDF
	Additional documents specified in Bidding Document	If applicable	PDF

*Note: The documents specified as "Mandatory" should be included in e-submission.*

- vii. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.
- viii. For verifying the authentic user, the system will send one time password in the registered email address of the bidder. System will validate the OTP and allow bidder to submit their bid.
- ix. Once bid is submitted, bidders won't able to modify/withdrawal their bid.
- x. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;

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

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

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

ITB 15 The deadline for bid submission is:  
Address: **National Child Rights Council, Pulchok, Lalitpur**  
Date: **2078/02/27**  
Time : **12:00 Hours**

ITB 18 The bid opening shall take place at :  
Address : **National Child Rights Council, Pulchok, Lalitpur**  
Date: **2078/02/28**. Time : **14:00 Hours**

- i) e-GP system allows to download the bidresponse document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.
- ii) The Employer shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend.



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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/Company Registration Certificate: [attach copy]
- b. Business Registration Certificate (License): [attach copy]
- c. PAN/VAT Registration Certificate: [attach copy]
- d. Tax Clearance Certificate/ Extension Letter/Tax return submission evidence for the F/Y :2076/77.
- e. Power of Attorney: [attach copy]
- f. Letter of Bid [attach copy]
- g. Self Declaration

#### Notes to Bidders

*The information to be filled in by Bidders in the following pages shall be used for purposes of eligibility as provided for in Clause 2 of the Instructions to Bidders. This information shall not be incorporated in the Contract. Attach additional pages as necessary.*



*[Handwritten Signature]*  
Executive Director



### 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 Bid 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 .....



*[Handwritten Signature]*  
**Executive Director**

# 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 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 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).



*[Handwritten Signature]*  
**Executive Director**

## SECTION - V Works Requirements

This Section contains the Specification, and the Drawings that describe the Works to be procured.

### Scope of Work

**Construction of Temporary Prefab Building at Bhrikutimandap, Kathmandu**

## Specifications

### Notes on the Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is encouraged by the Funding Agency in case of funding assisted projects. Most specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. The available standard specification of works of Ministry of Physical Infrastructure and Transport, DoLIDAR and Other



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line Ministries can be adopted for respective civil construction works.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, however it may not necessarily be adequate to be used in a particular Works Contract and may necessitate preparation of Particular (Special) Specifications to amend and or supplement the provision of the General Specifications to meet the requirement of the particular Works.

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

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

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

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

Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 30 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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



  
Executive Director



AS PER STANDARD SPECIFICATION ISSUED BY DEPARTMENT OF  
URBAN DEVELOPMENT AND BUILDING CONSTRUCTION



  
**Executive Director**

## 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.

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## SECTION - VI

# Bill of Quantities<sup>1</sup>

### Notes for Unit Rate Contracts :

#### Objectives

The objectives of the Bill of Quantities are

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

#### Content

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

- (a) Preamble;
- (b) Work Items (grouped into parts);
- (c) Day works Schedule;
- (d) Provisional Sums; and
- (d) Summary.

#### Preamble

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

#### Work Items

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

#### Day work Schedule

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

- (a) A list of the various classes of labour, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.
- (b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.

#### Provisional Sums

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

#### Summary

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

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

<sup>1</sup>In lump sum contracts, delete "Bill of Quantities" and replace with "Schedule of Activities" throughout this section.



  
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## Preamble of Bill of Quantities

### A. General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.
4. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. The Specification Clause references where given in the item description of the Bills of Quantities are for the convenience of bidders and generally refer to the principal relevant- specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders obligation to complete work in accordance with all the requirements of the Specification.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.
9. The method of measurement of completed work for payment shall be in accordance with the Specifications.
10. The abbreviations and symbols used in this Bill of Quantities are:

*[Insert as applicable]*

### B. Day work Schedule

#### a) General

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

#### b) Day work Labour

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

#### c) Day work Equipment

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



*[Signature]*  
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**Bill of Quantities**

Name of Project : Construction of Shed  
Location : Sathesh Fulbari, Lahan, Siraha

S.N.	Description of works	Unit	Quantity	Rate (NRs.)	
				In Figure	In Words
1	Earth work excavation in foundation in clay & silty soft soil lead upto 10 mtr. & lift 1.5 mtr all complete.	Cum.	34.06		
2	Good quality local chimney made dry brick flat soiling in foundation & floor works and joints gap filled with sand & proper manual compaction all complete in approval of site engineer.	Sqm.	133.28		
3	Plain cement Concrete (PCC) in 1:3:6 ratio for foundations, flooring and walls with approved quality of cement and sand and riverbed aggregate including mixing, laying, curing etc all complete in approval of site engineer.	Cum.	3.51		
4	Earth filling work in every 15-15 cm. layer with watering & lead upto 10.00 mtr. & proper manual compaction all complete.	Cum.	62.50		
5	Good quality local chimney made Brickwork in 1:6 G/B mortar up to ground floor in perfect line level finish including wetting the bricks, racking the joints and curing the work for at least 7 days all complete.	Cum.	50.79		
6	Plain cement Concrete (PCC) in 1:2:4 ratio for foundations, flooring and walls with approved quality of cement and sand and riverbed aggregate including mixing, laying, curing etc all complete in approval of site engineer.	Cum.	16.75		
7	Formwork, Centering & shuttering with approved materials such as wooden plank / plywood for all works of any shape size and at any level with necessary propping, scaffolding, staging, supporting, cutting holes for utilization works all complete.	Sqm.	34.37		
8	12.5mm thick cement sand plaster in (1:4) ratio on floor and wall of good finish including racking the joint, wetting of surfaces & curing the work all complete.	Sqm.	196.84		
9	3 mm thick cement sand punning (1:1) on floor, skirting, dado etc, including mixing laying and rubbing with steel trowel to a hard, smooth and shining surface and curing all complete.	Sqm.	191.26		
10	Supplying, fabricating & fixing of different size w.o. black pipe truss with metal primer and all necessary nut/bolts all complete in approval of site engineer.	Kg.	1726.83		
11	Supplying and fixing 26 (H) 0.41 mm (55Kg/bnd) thick plane G.I. sheet roofing work in position with all necessary hook/ nut/bolts all complete in approval of site engineer.	Sqm.	142.75		
12	Supplying and fixing 26 (L) G.I. plane ridge cover in position with all necessary hook/ nut/bolts all complete in approval of site engineer.	Rm	8.15		
			<b>Total</b>		

Bidder's Name:

Bidder's Seal

Bidder's Signature:



*[Handwritten Signature]*  
**Executive Director**

Nepal Government  
 Ministry of Women, Children and senior citizen  
**National Child Rights Council**  
 Project : Pre-Fab Building Construction Work at Bal Baika Khoj Talas Tatha Samrachhen Kendra  
 Site:- Biratnagar-04, Dudh Farm  
 Contract No.:- 2-077/78

## BILL OF QUANTITY

S.N.	Items	Unit	Total Quantity	Rate		Total Amount
				in Figure	in Words	
1	(a) Insurance premium for the work, plant and materials damage for contract work for all risk including Riot, Strike, Damage, Malicious damage and Terrorism for contract work of 0.67 years + 1 year Maintenance period, (b) Insurance premium for the insurance of owner and consultant staff (named) Rs. 10,00,000.00 per person for 7 persons with unlimited number of occurrences for 0.67 years, (c) Insurance Premium for construction equipments and machines with value of Rs300,000.00 for 0.67 years, (d) Insurance Premium for third party liability personal only per person Rs.2,00,000.00 for 8 persons for 0.67 years with unlimited number of occurrence.	PS	1.00			
2	Carrying out different laboratory tests of construction material like cement, rod, bricks, sand, aggregate, filling materials, concrete cubes etc. during construction work as per specification and direction.	PS	1.00			

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3	Making fitting & fixing Hoarding Board of 4'x5' size with project information all complete work as per specification and instruction of site engineer	PS	1.00			
4	Clearing the site of all the vegetation, roots and other unuseful materials including excavation of top soil to a depth of 15 cm, removing bushes, trees and levelling the Site for stacking the useful items in specified space and disposing other item as per instruction of the site engineer all complete including layout of buildings.	sqm	65.00			
5	Earth work in Excavation in Normal in foundation for lift up to 1.5 M. including timbering, pumping out water from the foundation trench, stacking the soil 0.90 M. minimum from the edge of foundation, filling the excavated clean & grubb of soil in foundation trench & disposing the excess soil upto a lead of 30.00 M. as per instruction & specification complete work	cum	15.06			
6	Earth Back filling in foundation trenches & Floor in 15 cm. layers with water sprinkling & compaction as per specification and instruction all complete	cum	15.06			
7	Earth filling work with watering & layer compaction etc. soil transportation from out site by truck or tracter all complete as per specification & instruction of site engineer	cum	31.76			
8	Brick Soling on Flat finishing to approved level, line and dimensions as per instruction & specification complete work	sqm	40.65			

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9	Plain Cement Concrete ( 1.3:6.) M10 in foundation with cement, sand and aggregate including mixing, laying, finishing to approved level, line and dimensions and curing as per instruction & specification complete work	cum	1.69			
10	P.C.C. M15 (1:2:4) for R.C.C. work in Sill, lintels etc. with cement sand and stone ballast including mixing with concrete mixture, compacting the concrete with vibrator machine, laying, finishing to approved level lines and dimensions and curing as per instruction & specification complete work	cum	5.42			
11	Plain Cement Concrete ( 1:1.5:3) M20 including mixing, laying, finishing to approved level, line and dimensions and curing as per instruction & specification complete work	cum	2.00			
12	Tor steel / TMT. reinforcement bar tested including straightening, cleaning, cutting, bending and fixing in position with 20 B.G. annealed binding wire as per drawing and as per instruction & specification complete work	kg	314.81			
13	Formwork shuttering, centering with approved materials (plywood) for all Type of concrete works necessary propping, scaffolding, staging, supporting inclusive wedging and cutting holes for utilization work till the support is fully unyielding nett as per instruction & specification complete work	sqm	27.64			
14	First class local chimney made brick work in cement sand mortar(1:6) in foundation & superstructure in Ground floor in perfect line and level including wetting the brick, packing the joints and curing all types of works as per specification and instruction by Engineer	cum	29.71			

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15	12.50mm thick cement sand Plaster in (1:4) all complete work as per specification & instruction of site engineer	Sqm	75.77			
16	3mm thick punning works including supplying material on floors and walls with proper mixing and curing all complete works.	sqm	53.60			
17	6 mm.Th. Porcelain Tiles white/coloured in dado, skirting etc. laid with cement sand mortar 1:3 with white cement slurry including polishing to smooth finished glazed surface as per instruction & specification complete work	sqm	17.55			
18	6 mm.Th.Porcelain Non glazed(spartic)Tiles white/coloured in floor with cement sand mortar 1:3 with white cement slurry including polishing to smooth finished glazed surface as per instruction & specification complete work	sqm	5.40			
19	75 mm th Echo Pannel Pre- Fabricated Wall with All Necessary Square pipe & Channel framing including installation Charge all complete work as per instruction and as per Drawing	sqm	73.05			
20	Fabricating and Fixing of steel black pipe truss including red oxide works (medium class as per instruction).	Kg	891.12			
21	Supplying & fixing 26 Gauge (0.37mm) Coloured CGI sheet Roffing with welding,nuts and bolts all complete.	sqm	59.79			
22	Supplying & fixing 0.31mm Coloured CGI sheet ridge cover with nuts and bolts all complete.	Rm	9.90			
23	Supplying and Fixing in position of Gypsum Board Ceiling as per instruction all complete.	Sqm	31.50			



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24	Aluminium Framed Sliding Windows with Flymesh shutter in the section of 78 mm x30mm & 1.10mm th with Naturally Anodized Colour	sqm	16.65			
25	Supplying and fitting Aluminium framed casement door (one way openable) with (101 x38x1.3)mm and 5mm glass.	sqm	9.45			
26	J.K. or Birla or Equivalent Putty work inner Plaster Area With one Coat Cement Primer as per specification & direction all complete.	sqm	169.05			
27	2 coats Plastic Emulsion Painting inner part of building over 2 coats of filter and primer to give uniform colouring after rendering the surface clean & moist as per specification and instruction complete work	sqm	156.99			
28	2 coats Weather Guard Painting Outer Part of building over 2 coats of filter and primer to give uniform colouring after rendering the surface clean & moist as per specification and instruction complete work	sqm	87.91			
29	I.P W.C. COMODE(Special) with low level cistern accessories pipe Connector & Flushing etc complete set.	set	1.00			
30	WASH BASIN COMPLETE SET 55x40cm accessories PVC pipe Connector & pillar cock etc complete set	set	1.00			
31	Chrome plated toilet paper holder with necessary accessories	set	1.00			
32	Chrome plated soap tray	set	2.00			
33	C.P.15mm dia.x450mm long heavy quality towel rod	set	1.00			
34	50x40 cm. Beveled edge Looking mirror high quality	set	1.00			
35	Bibcock 15mm ordinary type CP (long and short body)	set	2.00			



36	C.P. water spray & instruction all complete	set	1.00			
37	Ordinary type C.P. angle valve 15mm dia	set	1.00			
38	15mm CP concealed stop cock ordinary	set	1.00			
39	CP Shower rose 7.5 cm (3") dia	set	1.00			
40	P.V.C. floor trap 11x7.5 cm. & instruction all complete	set	2.00			
41	CP Grating 125 mm. Dia. & instruction all complete	set	2.00			
42	a. Euro Guard or Aqua or kant or eqvt R.O. + U.V. Water purification set (one litre per minute)	set	1.00			
43	20 mm dia CPVC Pipe SDR 11 CTS, 28.1 kg/cm2 includes fixing/laying with necessary fittings all complete.	Rm	20.00			
44	25 mm dia CPVC Pipe SDR 11 CTS, 28.1 kg/cm2 includes fixing/laying with necessary fittings all complete.	Rm	10.00			
45	20 mm dia CPVC Ball Valve, CTS Socket all complete.	Nos	1.00			
46	25 mm dia CPVC Ball Valve, CTS Socket all complete.	Nos	1.00			
47	(G.M.) Gate valve 25mm dia	nos	1.00			
48	75mm PVC pipe of 2.179 kg/cm2	Rm	10.00			
49	110mm PVC pipe of 3.724kg/cm2	Rm	12.00			
50	75 mm dia UPVC plain tee	nos	2.00			
51	75 mm dia UPVC 90 degree bend.	nos	2.00			
52	75mm dia UPVC cross tee	nos	1.00			
53	75 mm dia UPVC pipe clip.	nos	5.00			
54	110 mm dia UPVC vent cowl.	nos	1.00			
55	110 mm dia UPVC plain tee	nos	5.00			
56	110 mm dia UPVC 90 degree bend.	nos	2.00			
57	110 mm dia UPVC cross tee	nos	6.00			
58	110 mm dia UPVC pipe clip	nos	5.00			




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*[Signature]*  
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59	1000 Ltr. Capacity HDP water tank Hil Take or eq.	set	1.00			
60	Down Light 40/60	set	9.00			
61	Dome light 6" Milky type Heavy	Set	2.00			
62	Mirror light with CFL lamp Homedec, Decon etc all complete.	Set	1.00			
63	Weather prof light set ISO certified etc all complete set	Set	1.00			
64	48" Ceilin Fan almonard or equivalent.	Set	3.00			
65	9" Exhaust Fan	set	1.00			
66	15 Amps power socket S/socket flush type CPL/Anchor etc all complete.	Set	6.00			
67	4 gang 1, one way switch CPL/Anchor etc all complete.	Set	1.00			
68	5 gang 1, one way switch CPL/Anchor etc all complete.	Set	1.00			
69	6 gang 1, one way switch CPL/Anchor etc all complete.	Set	1.00			
70	Junction box made of metal with cover size 6"X4" etc. all complete.	Set	9.00			
71	Distribution board 12 way SPN made of mild steel sheet double cover lockable Geco, Standard flush type etc all complete.	Set	1.00			
72	32 Amps DP MCB Siemens Ge, Merlin gerain for main	No	1.00			
73	6.16 Amps. SP MCB Siemens, Ge, Merlin gerain or eqvt. for light, power & A/C circuit.	No	6.00			
74	2 x2.5 sqmm +1 x1.5 sqmm PVC cu. Wire for 5 amp power point 1/2" hdp polythine pipe	Point	1.00			
75	2x 2.5 sqmm PVC cu. Wire for light point 1/2" hdp polythine pipe	Point	13.00			
76	2 x2.5 sq mm +1 x 1.5 sqmm PVC cu. Wire for fan point 1/2" hdp polythine pipe	Point	4.00			

  
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77	2 x4 sqmm +1*1.5 sqmm pvc cu. Wire for 15 amp.power point in 3/4" HDDP polythine pipe	Point	6.00			
78	Earthing with cu plate size 65cmx65cmx3.15mm with 8 SWG copper wire for earth continuity from panel board to earthing site etc all complete..	Set	1.00			
<b>TOTAL AMOUNT (without VAT)</b>						
<b>VAT 13 %</b>						
<b>GRAND TOTAL</b>						

**EXCISE INVOICE**



  
 Ministry of Nepal  
 Government of Nepal  
 National Child Rights Council-NCRC  
 Shreebaha, Purbhok, Lalitpur

## Section VII. General Conditions of Contract (GCC)

<b>1. General Provisions</b>	
<b>1.1 Definitions</b>	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:
<b>The Contract</b>	<p>1.1.1 <b>"Contract"</b> means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).</p> <p>1.1.2 <b>"Specification"</b> means the document as listed in the SCC, and any variation to such document.</p> <p>1.1.3 <b>"Drawings"</b> means the Employer's drawings of the Works as listed in the SCC, and any variation to such drawings.</p> <p>1.1.4 <b>"Bill of Quantities"</b> means the priced and completed bill of quantities forming part of the Tender.</p> <p>1.1.5 <b>"Bid or Quotation"</b> 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.</p> <p>1.1.6 <b>"Letter of Acceptance"</b> means the formal acceptance by the Employer of the bid or Tender.</p>
<b>Persons</b>	<p>1.1.7 <b>"Employer"</b> 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.</p> <p>1.1.8 <b>"Contractor"</b> 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.</p> <p>1.1.9 <b>"Party"</b> means either Employer or the contractor.</p>
<b>Date, Times and Periods</b>	<p>1.1.10 <b>"Commencement Date"</b> means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties.</p> <p>1.1.11 <b>"Day"</b> means a calendar day.</p> <p>1.1.12 <b>"Time for Completion"</b> 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.</p>
<b>Money and Payments</b>	<p>1.1.13 <b>"Cost"</b> 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.</p>



	<p>1.1.14 <b>"Contract Price"</b> 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.</p> <p>1.1.15 <b>"Retention Money"</b> means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3</p>
<b>Other Definitions</b>	<p>1.1.16 <b>"Contractor's Equipment"</b> means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p> <p>1.1.17 <b>"Country"</b> means Nepal.</p> <p>1.1.18 <b>"Employer's Liabilities"</b> means those matters listed in Sub-Clause 5.1.</p> <p>1.1.19 <b>"Materials"</b> means things of all kinds (other than Plant) intended to form or forming part of the permanent work.</p> <p>1.1.20 <b>"Plant"</b> means the machinery and apparatus intended to form or forming part of the Permanent Works.</p> <p>1.1.21 <b>"Site"</b> 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.</p> <p>1.1.22 <b>"Variation"</b> 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.</p> <p>1.1.23 <b>"Works"</b> means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.</p> <p>1.1.24 <b>"Permanent Works"</b> means the permanent works to be executed (Including Plant) in accordance with the Contract.</p> <p>1.1.25 <b>"Temporary Works"</b> 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.</p>
<b>1.2 Interpretation</b>	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.
<b>1.3 Priority of Documents</b>	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.
<b>1.4 Law</b>	The law of the Contract is stated in the Law of Nepal.
<b>1.5 Communications</b>	<p>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.</p> <p>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.</p>
<b>1.6 Statutory Obligations</b>	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.

<b>2. The Employer</b>	
<b>2.1 Provision of Site</b>	The Employer shall provide the Site and right of access thereto at the times stated in the SCC.
<b>2.2 Permits and Licenses</b>	The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works.
<b>2.3 Employer's Instructions</b>	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.
<b>2.4 Approvals</b>	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.
<b>3. Employer's Representatives</b>	
<b>3.1 Authorised Person</b>	One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.
<b>3.2 Employer's Representative</b>	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.
<b>4. The Contractor</b>	
<b>4.1 General Obligations</b>	<p>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.</p> <p>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.</p> <p>A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.</p>
<b>4.2 Contractor's Representative</b>	The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.
<b>4.3 Subcontracting</b>	The contractor shall not subcontract the Works.
<b>4.4 Performance Security</b>	As <b>stated in the SCC</b> , the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
<b>5. Employer's Liabilities</b>	
<b>5.1 Employer's Liabilities</b>	<p>In this Contract, Employer's Liabilities mean:</p> <ol style="list-style-type: none"> <li>war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,</li> <li>rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,</li> <li>riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works.</li> <li>use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,</li> </ol>

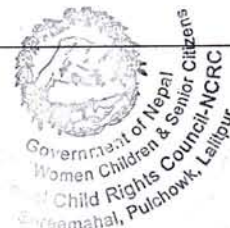


  
Executive Director



	<p>e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,</p> <p>f. 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</p> <p>g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure,</p> <p>h. any failure of the Employer,</p> <p>i. 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,</p> <p>j. any delay or disruption caused by any Variation,</p> <p>k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,</p> <p>l. 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</p> <p>m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.</p>
<b>6. Time for Completion</b>	
<b>6.1 Execution of the Works</b>	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.
<b>6.2 Programme</b>	The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC
<b>6.3 Extension of Time</b>	<p>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.</p> <p>The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date.</p> <p>On receipt of an application from the contractor, the Employer shall consider all supporting details provided by the contractor and shall extend the Time for Completion as appropriate.</p>
<b>6.4 Liquidated Damages for Delay</b>	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.
<b>7. Taking-Over</b>	
<b>7.1 Completion</b>	The contractor may notify the Employer when he considers that the Works are complete.
<b>7.2 Taking-Over Notice</b>	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.

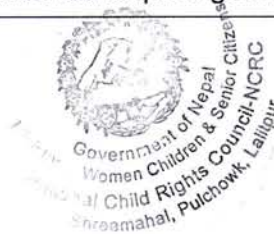
	The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.
<b>8. Remedying Defects</b>	
<b>8.1 Remedying Defects</b>	The Employer may at any time prior to the expiry of the period stated in 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.
<b>8.2 Uncovering and Testing</b>	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.
<b>9. Variations and Claims</b>	
<b>9.1 Right to Vary</b>	The Employer may instruct Variations.
<b>9.2 Valuation of Variations</b>	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.
<b>9.4 Right to Claim</b>	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.
<b>9.5 Variation and Claim Procedure</b>	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.
<b>10. Contract Price and Payment</b>	
<b>10.1 Valuation of the Works</b>	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.
<b>10.2 Payments Certificates</b>	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
<b>10.3 Payments</b>	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.



*[Signature]*  
Executive Director



<b>10.4 Payment of Retention</b>	<p>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.</p> <p>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</p>
<b>10.5 Advance Payment</b>	<p>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 'A' class commercial Bank 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.</p> <p>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.</p> <p>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.</p>
<b>10.6 Local Taxation &amp; Value Added Tax</b>	<p>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.</p> <p>b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.</p>
<b>11. Termination of Contract and Payment</b>	<p>11.1 The Employer may terminate the Contract at any time if the contractor;</p> <ol style="list-style-type: none"> <li>does not commence the work as per the Contract,</li> <li>abandons the work without completing,</li> <li>fails to achieve progress as per the Contract.</li> </ol> <p>11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ol style="list-style-type: none"> <li>The Contractor uses the advance payment for matters other than the contractual obligations,</li> <li>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;</li> <li>the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;</li> <li>the Employer or the Contractor is made bankrupt or goes into liquidation</li> </ol>



*[Signature]*  
Executive Director

	<p>other than for a reconstruction or amalgamation.</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(h) the Contractor does not maintain a Security, which is required;</p> <p>(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</p> <p>(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.</p> <p>11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>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.</p>
	<p>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 less 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.</p> <p>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.</p> <p>11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer.</p> <p>In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p>
<p><b>12. Risk and Responsibility</b></p>	
<p><b>12.1 Contractor's Care of the Works</b></p>	<p>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.</p>
<p><b>12.2 Force Majeure</b></p>	<p>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, demobilise the contractor's Equipment.</p> <p>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.</p>



	<p>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:</p> <ol style="list-style-type: none"> <li>a. any sums to which the contractor is entitled under Sub-Clause 9.4,</li> <li>b. the Cost of his suspension and demobilisation,</li> <li>c. any sums to which the Employer is entitled.</li> </ol> <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p>
<b>13. Resolution of Disputes</b>	
<b>13.2 Amicable Settlement</b>	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.
<b>14. Conduct of Bidders</b>	<p>14.1 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.</p> <p>14.2 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> <ol style="list-style-type: none"> <li>h) give or propose improper inducement directly or indirectly,</li> <li>i) distortion or misrepresentation of facts</li> <li>j) engaging or being involved in corrupt or fraudulent practice</li> <li>k) interference in participation of other prospective bidders.</li> <li>l) 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,</li> <li>m) 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..</li> <li>n) 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</li> </ol>
<b>15. Blacklisting Bidder</b>	<p>15.1 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:</p> <ol style="list-style-type: none"> <li>a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2,</li> <li>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 ,</li> <li>c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</li> </ol>



	<p>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</p> <p>e) <b>other acts mentioned in the Bidding Data</b></p> <p>15.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>
16. Provision of PPA and PPR	<p>If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.</p>

  
 Government of Nepal  
 Ministry of Women Children & Senior Citizens  
 National Child Rights Council-NCRC  
 Shree Mahalaxmi Chowk, Kathmandu  
 Executive Director

## Section VIII Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Bidder shall complete the following information before submitting his bid.]

Clause	Item
1.1.1	Documents forming the Contract listed in the order of priority (delete if not applicable) a. The Agreement b. Special Conditions of Contract c. General Conditions of Contract d. The Technical Specifications e. The Drawings f. The Bill of Quantities g. ....(if any) h. ....(if any)
1.1.12	The indented completion date for the works shall be : 25 <sup>th</sup> of Ashadh 2078
1.5	The language of the contract is ENGLISH/NEPALI
2.1	The Site Possession Date(s) shall be : <i>Work order Date</i>
3.1	Authorised person is <i>Contact to Council</i>
3.2	Name and address of Employer's representative :
4.4	The Performance Security amount is: ..... <b>[Insert required percent]</b>  i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: <b>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b>  The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
6.2	Time for the submission of programme : <b>Within 7 days of the commencement date.</b>
6.4	Liquidated Damages for Delay is 0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement
8.1	Period for notifying defects is <b>365 days</b> calculated from the date stated in the notice under Sub-Clause 7.2.
10.5.1	The Advance Payments shall be: [Insert amount] and shall be paid in two equal installments and to the Contractor. [specify how and when the installments will be paid]
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 <b>[Insert percentage]</b> of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.



## 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.

  
**Executive Director**



# 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 dated .....date .....for 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: .....

  
Executive Director





# Contract Agreement

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

WHEREAS the Employer desires that the Works known as ..... name of the Contract .....should be executed by the Contractor, and has accepted a 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

*[Handwritten Signature]*  
**Executive Director**



# 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 ... .. *[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".

*[Handwritten Signature]*  
**Executive Director**





## 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 GuaranteeNo.....

We have been informed that .....has 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 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".

  
**Executive Director**







## सिलबन्दी दरभाउपत्र आव्हानको सूचना

(प्रथम पटक प्रकाशित मिति: २०७८/०२/१२)

यस परिषद्ले चालु आ.व. २०७७/७८ को थप स्वीकृत वार्षिक कार्यक्रम अनुसार तत्काल उद्धार तथा संरक्षण गर्न आवश्यक देखिएका बालबालिकालाई सुरक्षित बसोबासको व्यवस्था मिलाउन प्रिफेबको अस्थायी संरक्षण सेवा केन्द्र निर्माण कार्य सिलबन्दी दरभाउपत्रबाट खरिद गर्नुपर्ने भएकोले नेपाल सरकारबाट सम्बन्धित कार्यको लागि इजाजत प्राप्त, मूल्य अभिवृद्धि करमा दर्ता भएका, इच्छुक फर्म, कम्पनी, संस्था वा निर्माण व्यवसायीहरुबाट निम्न शर्तहरुको अधीनमा रही चालु आ.व.को असार मसान्तसम्म निर्माण कार्य सम्पन्न गराउने गरी छुट्टाछुट्टै सिलबन्दी दरभाउपत्र पेश गर्न आव्हान गरिएको छ।

### निर्माण तथा खरिद कार्य सम्बन्धी विवरण

दरभाउपत्र नं.	निर्माण कार्यको विवरण	खरिद प्रक्रिया
१-०७७/७८	अस्थायी संरक्षण सेवा केन्द्र (प्रिफेब भवन) निर्माण, भृकुटीमण्डप, काठमाडौं	सिलबन्दी दरभाउपत्र
२-०७७/७८	अस्थायी संरक्षण सेवा केन्द्र (प्रिफेब भवन) निर्माण, दूध फार्म, विराटनगर, मोरङ	सिलबन्दी दरभाउपत्र

- यो सूचना प्रकाशित भएको मितिले १५ दिनभित्र सम्बन्धित निर्माण कार्यको लागि इजाजत प्राप्त तथा नवीकरण भएको फर्म दर्ता प्रमाणपत्र, आयकर तथा मूल्य अभिवृद्धि कर दर्ता भएको प्रमाण पत्र र आ.व. २०७७/७८ को कर चुक्ता प्रमाणपत्रको प्रतिलिपिका साथ दरभाउपत्रको लागि रु. १,०००/- (एक हजार रुपैयाँ) पछि फिर्ता नहुने गरी यस परिषद्मा जम्मा गरेको नगदी रसिद वा राजश्व संकेत नं. १४२२९ कार्यालय कोड नं. ३४०८१३४०१ मा बुझाएको एकप्रति बैंक भौचर सहित निवेदन पेश गरी दरभाउपत्र खरिद गरी वा परिषद्को वेबसाइटबाट डाउनलोड गरी भरी स्क्यान गरेर सिलबन्दी गरी पेश गर्न सकिनेछ।
- खरिद भएको वा वेबसाइटबाट डाउनलोड दरभाउपत्र सूचना प्रकाशित भएको मितिले १६ औं दिनको १२:०० बजेभित्र यस परिषद्मा र विराटनगरको हकमा प्रदेश सामाजिक विकास मन्त्रालयको बालबालिका हेर्ने शाखामा सिलबन्दी गरी दर्ता गराइ सक्नु पर्नेछ। दर्ता भएको दरभाउपत्र १७ औं दिनको २:०० बजे दरभाउपत्रदाता वा निजको प्रतिनिधिको रोहवरमा यस परिषद् मा खोलिने छ। दरभाउपत्रदाता वा निजका प्रतिनिधि उपस्थिति नभएमा पनि दरभाउपत्र खोल्न बाधा पर्ने छैन।
- दरभाउपत्र खरिद गर्ने, दाखिला गर्ने र खोल्ने अन्तिम दिन सार्वजनिक विदा परेमा उक्तकार्यहरु विदाको लगत्तै कार्यालय खुलेको दिन सोही समयमा हुनेछ।
- जमानत वापत ५० हजार रुपैयाँ नेपाल बैंक लिमिटेड, गाबहाल, ललितपुर स्थित धरौटी खाता नं. ०१८०१००००२००३०००००१ ख २.३ को.ले.नि.का., ललितपुर, कार्यालय कोड नं. ३४०८१३४०१ मा जम्मा गरेको सक्कलै भौचर वा सो रकम बराबरको कम्तीमा ७५ दिन म्याद भएको यस परिषद्को नाममा जारी भएको बैंक ग्यारेण्टी (विड बण्ड) दरभाउपत्र साथ पेश गर्नु पर्नेछ। काठमाडौं र विराटनगरका लागि दरभाउपत्र फाराम तथा बैंक ग्यारेण्टी/बैंक दाखिला भौचर छुट्टा छुट्टै पेश गर्नु पर्नेछ। दरभाउपत्रमा प्रचलित कानून अनुसार आधिकारिक दस्तखत गरेको र छाप लगाएको हुनु पर्नेछ।
- दरभाउपत्रमा आइटमवाइज अंक र अक्षरमा दररेट/जम्मा रकम स्पष्ट लेख्नु पर्नेछ। अंक र अक्षरमा फरक परेमा अक्षरमा लेखिएको दररेटलाई मान्यता दिइनेछ।
- म्याद नाघी आएको, रित नपुगेको वा शर्त राखिएको दरभाउपत्र उपर कुनै कारवाही हुने छैन।
- दरभाउपत्रदाताले दरभाउपत्र सम्बन्धी कारवाहीमा निजी स्वार्थ नवाभिएको, कालो सूचीमा नपरेको र सो सम्बन्धी कसूरमा कारवाहीमा नरहेको स्वघोषणा अनिवार्य रुपमा पेश गर्नु पर्नेछ।
- दरभाउपत्रदाताबाट पेश भएको दरभाउपत्रमा उल्लेखित आइटमहरुमध्ये पूर्ण वा आंशिक रुपमा कारण जनाई वा नजनाई स्वीकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार यस परिषद्मा सुरक्षित रहनेछ। काठमाडौं र विराटनगरको लागि अलग-अलग मूल्याङ्कन र निर्णय लिइनेछ।
- यस सूचनामा उल्लेख नभएका कुराहरुको हकमा सार्वजनिक खरिद ऐन २०६३ र सार्वजनिक खरिद नियमावली २०६४ तथा प्रचलित कानून बमोजिम हुनेछ।
- यस सम्बन्धी अन्य थप कुरा बुझ्नु परेमा यस परिषद्को कार्यालय नं. ०१-५५५०१२१ मा सम्पर्क गर्न सकिनेछ।



## सिलबन्दी दरभाउपत्रदाताले ध्यान दिनुपर्ने कुराहरु

- १) यो सूचना प्रकाशित भएको मितिले १५ दिनभित्र (२०७८ जेठ २६ गतेभित्र) सम्बन्धित निर्माण कार्यको लागि इजाजत प्राप्त तथा नवीकरण भएको व्यक्ति, फर्म, संस्था, कम्पनी वा निर्माण व्यवसायीले यसैसाल संलग्न दरभावपत्र खरिद गरी वा परिषद्को वेवसाइट [www.ncrc.gov.np](http://www.ncrc.gov.np) वा [www.childrights.gov.np](http://www.childrights.gov.np) बाट डाउनलोड गरी स्क्यान गरेको दरभाउपत्रका साथ देहायका कागजातहरु १६ औं दिनको १२:०० बजेभित्र पेश गरी सक्नु पर्नेछः-
  - १.१ फर्म दर्ता प्रमाण पत्रको प्रमाणित प्रतिलिपि,
  - १.२ आयकर तथा स्थायी लेखा नं. र मूल्य अभिवृद्धि कर दर्ता प्रमाण पत्रको प्रमाणित प्रतिलिपिहरु,
  - १.३ आ.व. २०७७/७८ को कर चुक्ता प्रमाण पत्रको प्रमाणित प्रतिलिपि,
  - १.४ दरभाउत्रको लागि रु. १,०००/- (एक हजार रुपैयाँ) पछि फिर्ता नहुने गरी यस परिषद्मा जम्मा गरेको नगदी रसिद वा राजस्य संकेत नं. १४२२९ कार्यालय कोड नं. ३४०८१३४०१ मा बुझाएको एकप्रति बैंक भौचर,
  - १.५ दरभाउपत्र सम्बन्धी कारवाहीमा निजी स्वार्थ नवाभिएको, कालो सूचीमा नपरेको र सो सम्बन्धी कसूरमा कारवाही नरहेको वा नभएको स्वघोषणा पत्र,
  - १.६ सिलबन्दी खामको बाहिरीपट्टी स्पष्ट रुपमा पेश गर्ने व्यक्ति, फर्म, संस्था, कम्पनी वा निर्माण व्यवसायीको नाम, ठेगाना, सम्पर्क नं. र काठमाडौंको लागि भए काठमाडौं वा मोरङ विराटनगरको लागि भए विराटनगर ठूलो अक्षरमा लेख्नु पर्ने ।
  - १.७ आधिकारिक व्यक्ति तथा पदाधिकारीको दस्तखत र छाप सहितको निवेदन(माथि दिएको नमूना अनुसार) र दरभाउपत्र खरिद गरेको वा निवेदनका साथ परिषद्को वेवसाइटबाट डाउनलोड गरी स्क्यान गरेको सिलबन्दी दरभाउपत्र पेश गर्नु पर्ने ।
- २) खरिद भएको वा वेवसाइटबाट डाउनलोड दरभाउपत्र सूचना प्रकाशित भएको मितिले १६ औं दिनको १२:०० बजेभित्र (२०७८ जेठ २७ गतेको १२: बजेभित्र) यस परिषद्मा र विराटनगरको हकमा प्रदेश सामाजिक विकास मन्त्रालयको बालबालिका हेर्ने शाखामा सिलबन्दी गरी दर्ता गराइ सक्नु पर्नेछ ।
- ३) दर्ता भएको दरभाउपत्र १७ औं दिनको (२०७८ जेठ २८ गतेको) २:०० बजे दरभाउपत्रदाता वा निजको प्रतिनिधिको रोहवरमा यस परिषद्मा खोलिने छ । दरभाउपत्रदाता वा निजका प्रतिनिधि उपस्थिति नभएमा पनि दरभाउपत्र खोल्न बाधा पर्ने छैन ।
- ४) दरभाउपत्र खरिद गर्ने, दाखिला गर्ने र खोल्ने अन्तिम दिन सार्वजनिक विदा परेमा उक्तकार्यहरु विदाको लगत्तै कार्यालय खुलेको दिन सोही समयमा हुनेछ ।
- ५) जमानत वापत रुपैयाँ पचास हजार नेपाल बैंक लिमिटेड, गाबहाल, ललितपुर स्थित धरौटी खाता नं. ०१८०१००००२००३०००००१ ख २.३ को.ले.नि.का.ललितपुर, कार्यालय कोड नं. ३४०८१३४०१ मा जम्मा गरेको सक्कलै भौचर वा सो रकम बराबरको कम्तीमा ७५ दिन म्याद भएको यस परिषद्को नाममा जारी भएको कुनै पनि "क" वर्गको बाणिज्य बैंक ग्यारेण्टी (विड वण्ड) दरभाउपत्र साथ पेश गर्नु पर्नेछ ।
- ६) काठमाडौं र विराटनगरका लागि दरभाउपत्र फाराम तथा बैंक ग्यारेण्टी/बैंक दाखिला भौचर छुट्टै छुट्टै पेश गर्नु पर्नेछ । दरभाउपत्रमा प्रचलित कानून अनुसार आधिकारिक दस्तखत गरेको र छाप लगाएको हुनु पर्नेछ ।

- ७) दरभाउपत्रमा आइटमवाइज अंक र अक्षरमा दररेट/जम्मा रकम स्पष्ट लेख्नु पर्नेछ । अंक र अक्षरमा फरक परेमा अक्षरमा लेखिएको दररेटलाई मान्यता दिइनेछ ।
- ८) म्याद नाघी आएको, रित नपुगेको वा शर्त राखिएको दरभाउपत्र उपर कुनै कारवाही हुने छैन ।
- ९) दरभाउपत्रदाताले दरभाउपत्र सम्बन्धी कारवाहीमा निजी स्वार्थ नवाभिएको, कालो सूचीमा नपरेको र सो सम्बन्धी कसूरमा कारवाहीमा नरहेको स्वघोषणा अनिवार्य रूपमा पेश गर्नु पर्नेछ ।
- १०) दरभाउपत्रदाताबाट पेश भएको दरभाउपत्रमा उल्लेखित आइटमहरूमध्ये पूर्ण वा आंशिक रूपमा कारण जनाई वा नजनाई स्वीकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार यस परिषद्मा सुरक्षित रहनेछ ।
- ११) काठमाडौं र विराटनगरको लागि अलग-अलग मूल्याङ्कन र निर्णय लिइनेछ ।
- १२) यस सूचनामा उल्लेख नभएका कुराहरूको हकमा सार्वजनिक खरिद ऐन २०६३ र सार्वजनिक खरिद नियमावली २०६४ तथा प्रचलित कानून वमोजिम हुनेछ ।
- १३) यस सम्बन्धी अन्य थप कुरा बुझ्नु परेमा यस परिषद्को कार्यालय नं. ०१ ५५५०१२१ वा अधिकृत रामबहादुर चन्द(मोबाइल नं. ९८४१३८६८७१) वा परियोजना संयोजक केशव चालिसे(मोबाइल नं. ९८५१०८४८३२) वा विराटनगरको हकमा समन्वय अधिकृत सुमन अधिकारी (मोबाइल नं. ९८५२०५८१११)लाई सम्पर्क गरी आवश्यक जानकारी लिन सकिने छ ।