Government of Lumbini Province
Ministry of Physical Infrastructure Development
Transport Infrastructure Directorate
**Road Infrastructure Development Office**
Kapilvastu

# BIDDING DOCUMENT

## For

# THE PROCUREMENT OF

# Kopawa Prahari Chauki dekhi Dakshin Daharchandi samma Nali Nirman, Banganga Na. Pa. 5

## Sealed Quotation (SQ)

Issued on: **November 20, 2026 (2083/08/04)**
Issued to: All Eligible Bidders
Invitation for Quotations No.: **02/RIDOKAP/10134/SQ/083-84/20**
SQ No.: **RIDOKAP/10134/SQ/083-84/20**

# Abbreviations

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

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Government of Lumbini Province
Ministry of Physical Infrastructure Development
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Kapilvastu

# Invitation for Quotations

IFB No: **02/RIDOKAP/10134/SQ/083-84/20**

Date of publication: **November 20, 2026 (2083/08/04)**

1. The ***Road Infrastructure Development Office, Kapilvastu*** invites ***electronic*** quotations from Nepalese eligible bidders for the construction of ***Kopawa Prahari Chauki dekhi Dakshin Daharchandi samma Nali Nirman, Banganga Na. Pa. 5 (Contract ID: RIDOKAP/10134/SQ/083-84/20).*** The estimated amount for the works is NPR. **1724010.56 (without VAT)**.
2. Eligible Bidders shall inspect and submit their bid electronically by downloading the bidding documents from PPMO's e-GP system www.bolpatra.gov.np at no cost.
3. Electronic bids must be submitted through PPMO website www.bolpatra.gov.np before ***12:00 P.M.*** on ***December 11, 2026.*** Bids received after this deadline will be rejected.
4. The bids will be opened in the presence of Bidders' representatives who choose to attend on ***December 11, 2026*** at ***12:00 P.M.*** at the office of ***Road Infrastructure Development Office, Kapilvastu.*** Bids must be valid for a period of ***45 days*** from the bid submission deadline and must be accompanied by a scanned copy of the bid security in .pdf format in case of e-bid, amounting to a minimum of ***NRs. 44000/-*** which shall be valid for 30 days beyond the validity period of the bid ***(i.e. February 23, 2027)***
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 and bid security shall remain the same as specified for the original last date of bid submission.
6. As the Public Procurement Monitoring Office (PPMO) has not yet made a separate facility available for publishing Sealed Quotations on its e-GP portal (www.bolpatra.gov.np), the Road Infrastructure Development Office, Kapilvastu, has temporarily used the National Competitive Bidding (NCB) option available in the portal solely for the purpose of electronic publication and submission of these Sealed Quotations.
7. For the avoidance of doubt, the actual procurement method for these contracts shall remain Sealed Quotation. All applicable provisions, eligibility requirements, evaluation criteria, conditions and procedures prescribed for Sealed Quotations in the respective bidding documents shall prevail. The selection of the NCB option in the e-GP portal shall not be construed as a change in the procurement method from Sealed Quotation to NCB.

## Section I: Instruction to Bidders (ITB)

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

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| | 4) Priced Bill of Quantities<br>5) Power of Attorney of Bid Signatory and<br>The Letter of Bid form and Bill of Quantities must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested |
| **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.<br>All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. |
| **11. Bid Validity** | 11.1 Bids shall remain valid for the period **specified in the BDS.** after the bid submission deadline date prescribed by the Employer.<br>In the case of electronic bid submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for bid submission. However, the validity period of the bids shall still be counted from the original bid submission deadline.<br>A bid valid for a shorter period shall be rejected by the Employer as nonresponsive. |
| **12. Bid Security** | 12.1 The Bidder shall furnish as part of its bid, in original form, a bid security **as specified in the BDS.** In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.<br>12.2 The bid security shall be, at the Bidder's option, in any of the following forms:<br>(a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;<br>(b) a cash deposit voucher in the Employer's Account **as specified in BDS**.<br>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid.<br>A bid security valid for a shorter period shall be rejected by the Employer as non-responsive.<br>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.<br>12.4 The bid security shall be forfeited if:<br>(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.<br>(b) a Bidder changes the prices or substance of the bid while providing information; |

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

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| **20. Examination of Bids** | 20.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents. |
| **21. Evaluation and Comparison of Bids** | 21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:<br>(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;<br>(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<br>(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.<br>(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.<br>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.<br><br>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited. |
| **22. Award of Contract** | 22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.<br>22.2 if the bid for a Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded **or extremely low** in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as **mentioned in BDS** to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract **or may consider the bid as non-responsive**. |

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

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

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

## SECTION II: Bid Data Sheet

<table>
<tr><td>ITB 1</td><td>The scope of work is: Road Construction work<br>The number of the Invitation for SQ is : 02/RIDOKAP/10134/SQ/083-84/20<br>The Employer is: Road Infrastructure Development Office, Kapilvastu<br>The name of the Project is: Kopawa Prahari Chauki dekhi Dakshin Daharchandi samma Nali Nirman, Banganga Na. Pa. 5</td></tr>
<tr><td>ITB 11</td><td>The bid validity period shall be: 45 (Forty Five) Days.</td></tr>
<tr><td>ITB 12.1</td><td>The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal with a minimum of NPR. 25,000/-, which shall be valid for 30 days beyond the validity period of the bid.</td></tr>
<tr><td>ITB 12.2 (b)</td><td>Cash Deposit Account for Bid Security:<br>Account Name: Road Infrastructure Development Office, Kapilvastu<br>Bank Name: Rastriya Banijya Bank Ltd.Bank Address: Taulihawa, Kapilvastu<br>Account Number: 3110100202030000</td></tr>
<tr><td>ITB 14.1</td><td>Bidders shall have the option of submitting their bids by electronic only.</td></tr>
<tr><td>ITB 14.1 (b)</td><td>Electronic submission procedure shall be :<br>Bidders shall follow the electronic bid submission procedures specified below:<br>i. The bidder is required to register in the e-GPsystem https://www.bolpatra.gov.np following the procedure specified in e-GP guideline.<br>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.<br>iii. The registered bidders need to maintain their profile data required during preparation of bids.<br>iv. 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.<br>v. Bidders should update their profile data and documents required during preparation and submission of their bids.<br>The required forms and documents shall be part of bids.
<table>
<tr><th>No.</th><th>Document</th><th>Requirement</th><th>Remarks</th></tr>
<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>
<tr><td></td><td>Firm, Organization or Company registration</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td></td><td>Business Registration Certificate/ Licence</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td></td><td>VAT registration Certificate</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td></td><td>Tax Clearance Certificate / Tax return submission evidence / evidence of time extension</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td></td><td>Power of Attorney of Bid signatory</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td></td><td>Completed BoQ</td><td>Mandatory</td><td>PDF</td></tr>
</table></td></tr>
</table>

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| | | | Additional documents specified in Bidding Document | If applicable | PDF |

vi. 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.

vii. 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

viii. Once bid is submitted, bidders won't able to modify/withdrawal their bid.

ix. 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.

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| ITB 15 | The deadline for bid submission is:<br>Address:<br>Date: ***December 11, 2026***<br>Time : ***12:00 P.M.*** |
| ITB 17 | Not Applicable |
| ITB 18 | The bid opening shall take place at :<br>Address : **Road Infrastructure Development Office, Kapilvastu**<br>Date: ***December 11, 2026***<br>Time : ***12:00 P.M.***<br>i) e-GP system allows to download the bid response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.<br>***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. |

# Section III: Eligibility Criteria

## Eligibility Information

**Eligibility Requirements:**

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

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

**Notes to Bidders:**

1. 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.

2. As the Public Procurement Monitoring Office (PPMO) has not yet made a separate facility available for publishing Sealed Quotations on its e-GP portal (www.bolpatra.gov.np), the Road Infrastructure Development Office, Kapilvastu, has temporarily used the National Competitive Bidding (NCB) option available in the portal solely for the purpose of electronic publication and submission of these Sealed Quotations.

3. For the avoidance of doubt, the actual procurement method for these contracts shall remain Sealed Quotation. All applicable provisions, eligibility requirements, evaluation criteria, conditions and procedures prescribed for Sealed Quotations in the respective bidding documents shall prevail. The selection of the NCB option in the e-GP portal shall not be construed as a change in the procurement method from Sealed Quotation to NCB.

## Section IV: Bidding Forms

# Letter of Bid

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

Date: .....

Name of the contract: .....

Invitation for SQ No.: .....

To: ……....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents.

(b) We offer to execute in conformity with the Bidding Documents the following Works:

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:……

(d) The discounts offered and the methodology for their application are:……

(e) Our bid shall be valid for a period of 45 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

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

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

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

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

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

Name: .....

In the capacity of .....

Signed ……...

Duly authorized to sign the Bid for and on behalf of ……

Date ……....

# Bid Security

Bank Guarantee

***Bank's Name, and Address of Issuing Branch or Office***
***(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)***

Beneficiary: ..... name and address of Employer…….
Date:……...
Bid Security No.:.....

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, 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).

## Part - II Employer's Requirements

Section V Works Requirements
Section VI. Bill of Quantities

**SECTION V: Works Requirements**

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

## Scope of Work

## Road Construction Work

## Specifications

Government of Nepal

**Ministry of Physical Infrastructure and Transport**

**Department of Roads**

# *STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS*

# 2073

# (With 3rd Amendment 2082)

## Drawings

**Drawings will be available in separate volume**

# SECTION VI: Bill of Quantities

## 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 rates entered by him in the "SCHEDULE OF DAY WORK RATES:2 EQUIPMENT". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.
2. In calculating the payment due to the Contractor for Constructional Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Construction Plant was located when ordered by the Project Manager to be employed on day work and the time for return journey there to shall be included for payment.

**d) Day work Materials**

1. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;
   (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.
   (ii) the cost of hauling materials for use on work ordered to be carried out as day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

**Provisional Sums**

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 SCC should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

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

be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

# Bill of Quantities

## Bill of Quantities is attached at the end of bidding document

# Part - III Conditions of Contract and Contract Forms

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| Section VII. | General Conditions of Contract | (GCC) |
| Section VIII. | Special Conditions of Contract | (SCC) |
| Section IX | Contract Forms | |

# Section VII: General Conditions of Contract (GCC)

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

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

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

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| | Acceptance and shall be issued in an amount **specified in the SCC,** by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer., and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days beyond the end of the intended Defect Liability Period. |
| | 4.4.2 However, any additional performance securities required as per ITB 26.1, should be valid until a date 30 days beyond the end of the intended completion date. |
| **5. Employer's Liabilities** | |
| **5.1 Employer's Liabilities** | In this Contract, Employer's Liabilities mean:<br>a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,<br>b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,<br>c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works.<br>d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,<br>e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,<br>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<br>g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure,<br>h. any failure of the Employer,<br>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,<br>j. any delay or disruption caused by any Variation,<br>k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,<br>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<br>m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects. |

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

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

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

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| | Manager;<br>(c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;<br>(d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.<br>(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;<br>(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;<br>(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;<br>(h) the Contractor does not maintain a Security, which is required;<br>(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<br>(j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 14.<br>11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.<br>11.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. |
| | 11.7 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered minus the advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.<br>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.<br>11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the Employer may after forfeiting the performance security:<br>(a) withhold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Employer, have been established, and/or<br>(b) recover from the Contractor any losses and damages incurred by the Employer and any additional costs of completing the Works, after allowing |

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| | for any sum due to the Contractor, as Government dues. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.<br>If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. |
| **12. Risk and Responsibility** | |
| **12.1 Contractor's Care of the Works** | The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract. |
| **12.2 Force Majeure** | If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the contractor's Equipment.<br><br>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.<br><br>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:<br><br>a. any sums to which the contractor is entitled under Sub-Clause 9.4,<br>b. the Cost of his suspension and demobilization,<br>c. any sums to which the Employer is entitled.<br><br>The net balance due shall be paid or repaid within 30 days of the notice of termination. |
| **13. Resolution of Disputes** | |
| **13.2 Amicable Settlement** | The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
| **14. Fraud and Corruption** | 14.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.<br>For the purposes of this GCC 14;<br>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.<br>(ii) "fraudulent practice"5 is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to |

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| | mislead, a party to obtain a financial or other benefit or to avoid an obligation;<br>(iii) "collusive practice"6 is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<br>(iv) "coercive practice"7 is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<br>(v) "obstructive practice" is<br>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice;<br>and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or<br>(bb) acts intended to materially impede the exercise of the GON's/DP's inspection and testing rights provided for under GCC8.<br>14.2 The contractor shall be prosecuted for offenses under prevailing criminal laws, if the contractor:<br>(i) Misuses the Advance Payment or payments received from the Employer;<br>(ii) Receives payment by submitting false information or documents;<br>(iii) Abandons the works before completion;<br>(iv) Commits a serious violation of the contract; or<br>(v) Causes loss or damage to the Employer. |
| **15. Blacklisting** | 15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a contractor for his conduct up to three years on the following grounds and seriousness of the act committed by the contractor:<br>a) if it is proved that the contractor committed acts pursuant to the GCC Clause 14<br>b) if it is proved later that the contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,<br>c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.<br>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, |
| **16. Provision of PPA and PPR** | If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail. |

## Section VIII: Special Conditions of Contract (SCC)

This SCC forms part of the Agreement.

*[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 |
|---|---|
| GCC 1.1.1 and GCC 1.3 | Documents forming the Contract listed in the order of priority :<br>1. Contract Agreement ;<br>2. Letter of Acceptance ;<br>3. Letter of Bid ;<br>4. Special Conditions of Contract ;<br>5. General Conditions of Contract ;<br>6. Specifications ;<br>7. Drawings ;<br>8. Bill of Quantities ; |
| 1.1.12 | The indented completion date for the works shall be ***June 15, 2027*** |
| GCC 1.5.1 | The language of the contract is **ENGLISH/NEPALI.** |
| GCC 1.5.2(a) | The agreed electronic transmission shall be :<br>ridokapilvastu@gmail.com and<br>[Insert E-mail or E-Fax or any other such means of Contractor.] |
| GCC 2.1 | The Site Possession Date(s) shall be: before **15 (fifteen) days after the date of agreement.** |
| GCC 3.1 | Authorized person is the Office Chief. |
| GCC 3.2 | Name and address of Employer's representative: Appointed after the contract agreement. |
| GCC 4.4 | The Performance Security amount is: …….. ***[Insert required Amount at the time of agreement]***<br>***[insert amount including an additional amount based on ITB 25.1 and ITB 26.1 if the Employer has increased the Performance Security amount]*** |
| GCC 6.2 | Time for the submission of programme ***Within 15 days of the commencement date.*** |
| GCC 6.4.1 | Liquidated Damages for Delay is 0.05% of the final Contract Price (without VAT but including PS) per day. The maximum amount of Liquidated Damages for Delay is up to a maximum of 10% of the final Contract Price (without VAT but including PS). |
| GCC 8.1 | Period for notifying defects is **365 days** calculated from the date stated in the notice under Sub-Clause 7.2. |
| GCC 10.5.1 | The provision of Advance Payments Applicable in the contract. If Applicable, the Advance Payments shall be: 20 percent of initial contract amount (without VAT but including PS) and shall be paid in two equal installments and to the Contractor.<br>**First installment of 10% shall be made to the contractor upon submission of equivalent acceptable Bank Guarantee and Work Schedule for advanced payment** |

| Clause | Item |
|---|---|
| | **Second installment of 10% shall be made after the contractor completes works that are valued at not less than 10 (ten) % of the Contract Price upon submission of equivalent acceptable Bank Guarantee** |
| GCC 10.5.3 | Deductions from Payment Certificates will commence in the first certificate in which the Value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of ***40%*** of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price. |
| GCC 10.5.4 | Recover interest on the advance amount from the Contractor should be at a rate of 10 %. |

# SECTION IX: Contract Forms

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

# 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: ……

CC:

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

# 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 ……. | Signed by…….. |
| for and on behalf the Contractor in the presence of | for and on behalf of the Employer in the presence of |
| Witness, Name Signature, Address, Date | Witness, Name, Signature, Address, Date |

# Performance Security

***Bank's Name, and Address of Issuing Branch or Office***
***(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)***

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

Performance Guarantee No.:…….

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

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

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

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

**……**
***Seal of Bank and Signature(s)***

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

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

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

# Advance Payment Security

***Bank's Name, and Address of Issuing Branch or Office***
***(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)***

***…….. Bank's Name, and Address of Issuing Branch or Office.....***
Beneficiary: ……***Name and address of employer***
Date : ……
Advance Payment Guarantee No……..

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