

BIDDING DOCUMENT

for

THE PROCUREMENT OF

**Construction of Bhatta Kulo Irrigation Project, Phidim
Municipality Ward No. 5, Chokmagu, Panchthar**

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

**Water Resources and Irrigation Development
Division, Panchthar**

Issued on: July 09, 2025

Invitation for Bids No.: WRIDD-PANCHTHAR/BHATTA/WORKS/NCB-
01/081-82

NCB No.: WRIDD-PANCHTHAR/BHATTA/WORKS/NCB-01/081-82

Contract Identification No.: WRIDD-PANCHTHAR/BHATTA/WORKS/NCB-
01/081-82



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Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP ...	Development Partners
DoLI	Department of Local Infrastructure
e-GP	Electronic Government Procurement
ELI	Eligibility
EQC ...	Evaluation and Qualification Criteria
EXP	Experience
FIN ...	Financial
GCC ...	General Conditions of Contract
GoN ¹ ...	Government of Nepal
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
JV ...	Joint Venture
LIT ...	Litigation
NCB ...	National Competitive Bidding
PAN ...	Permanent Account Number
PPA	Public Procurement Act
PPMO ...	Public Procurement Monitoring Office
PPR ...	Public Procurement Regulations
PL	Profit & Loss
PS.....	Provisional Sum
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
VAT ...	Value Added Tax
WRQ	Works Requirements

¹ “GoN” word indicates all public entities according to Public Procurement Act, 2063

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Invitation for Bids

Province Government
Ministry of Water Supply, Irrigation and Energy
Koshi Province, Nepal
Water Resources and Irrigation Development Division, Panchthar

Invitation for Bids No: WRIDD-PANCHTHAR/BHATTA/WORKS/NCB-01/081-82

Date of publication: July 09, 2025

1. **Water Resources and Irrigation Development Division, Panchthar** has allocated funds towards the cost of **Construction of Bhatta Kulo Irrigation Project, Phidim Municipality Ward No. 5, Chokmagu, Panchthar** and intends to apply part of the funds to cover eligible payments under the Contract **WRIDD-PANCHTHAR/BHATTA/WORKS/NCB-01/081-82**. Bidding is open to all eligible as per Section V of bidding document.
2. **Water Resources and Irrigation Development Division, Panchthar** invites electronic bids from eligible bidders for the construction of **Construction of Bhatta Kulo Irrigation Project, Phidim Municipality Ward No. 5, Chokmagu, Panchthar** under National Competitive Bidding – Single Stage Two Envelope Bidding procedures.

Only eligible bidders with the following key qualifications should participate in this bidding:

- Minimum Average Annual Construction Turnover of the best 3 years within the last 10 years: **NRs 17.82 million**
 - Minimum Work experience of similar size and nature: At least One (1) Contract related to Construction of Canal and Related Structures with a value of at least **NRs 7.13 million**
3. Under the Single Stage, Two Envelope Procedure, Bidders are required to submit two separate bid response documents, one containing (i) the Technical Bid and the other (ii) the Price Bid, as per the provision of ITB 21 of the Bidding Document.
 4. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of **Water Resources and Irrigation Development Division, Panchthar (Telephone: 024-522175)** or may visit PPMO e-GP system www.bolpatra.gov.np/egp.
 5. A complete set of Bidding Documents may be downloaded from PPMO's e-GP system www.bolpatra.gov.np/egp. Bidders should deposit non-refundable fee of **NRs. 5000.00** as the cost of bidding document in the Project's revenue (Rajaswa) account as specified below and the scanned copy (pdf format) of the Bank deposit voucher shall be uploaded by the bidder at the time of electronic submission of bids.
 6. **Information to deposit the cost of bidding document in Bank:**

Name of the Bank: **Nepal Bank Limited, Panchthar**

Name of Office : **Water Resources and Irrigation Development Division, Panchthar**

Office Code no. : **3130202011**

Account no.: **1000200010000**

Rajaswa (revenue) Shirshak no. : **14229**

7. Pre-bid meeting shall be held at **Water Resources and Irrigation Development Division, Panchthar** at **11:00 hrs on July 28, 2025**.
8. Electronic bids must be submitted to the office **Water Resources and Irrigation Development**



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Division, Panchthar through PPMO's e-GP system www.bolpatra.gov.np/egp on or before **12 hrs** on **August 08, 2025**. Bids received after this deadline will be rejected.

9. The technical bids will be opened in the presence of Bidders' representatives who choose to attend at **13 hrs** on **August 08, 2025** at the office of **Water Resources and Irrigation Development Division, Panchthar**. Bids must be valid for a period of **90 days** from the bid submission deadline and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of **NRs. 4,50,000.00**, which shall be valid for 30 days beyond the validity period of the bid (**i.e. 120 days from bid opening date**).
10. 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.

Part I: BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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Section I: Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section VI (Works Requirements). The name, identification, and number of lots (contracts) / multiple contracts of the National Competitive Bidding (NCB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document:</p> <p>(a) the term “in writing” means communicated in written form and delivered against receipt through e-GP system or email or fax or courier;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) “day” means calendar day.</p>
2. Source of Funds	<p>2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>Or</p> <p>Public Entities' own Resource Funded: In accordance with its annual program and budget, approved by the public entity, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>Or</p> <p>DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) indicated in the BDS toward the cost of the project named in the BDS. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan/Grant Agreement”), and will be subject in all respects to the terms and conditions of that Loan/Grant Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p>
3. Fraud and Corruption	<p>3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this;</p> <p>(a) the Employer adopts, for the purposes of this provision, the terms as defined below:</p>

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) 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 (e) materially impeding GoN/DP’s contractual rights of audit or access to information; and

vi) “integrity violation” is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) the Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;

(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN/or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.

d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP’s Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity

	<p>violations; and</p> <p>(e) The Contractor shall permit the GoN/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the GoN /DP, if so, required by the GoN/DP.</p>
	<p>3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ul style="list-style-type: none"> (a) give or propose improper inducement directly or indirectly, (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price, (g) Contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
	<p>3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract. (d) if the Successful Bidder fails to sign the Contract. (e) if the bidder fails to inform about the saturation of maximum number of contracts as per ITB 4.10.
	<p>3.4 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.</p>
	<p>3.5 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.</p>

	3.6 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and GCC 72.3(j).
4. Eligible Bidders	<p>4.1 A Bidder may be a natural person, private entity, or government owned entity subject to ITB 4.5 or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:</p> <p>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be as specified in the BDS and</p> <p>(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.</p> <p>4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-contractors or suppliers for any part of the Contract including related services.</p> <p>4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if any of, including but not limited to, the following apply:</p> <p>(a) they have controlling shareholders in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p> <p>(c) they have the same legal representative for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)-(d) above, this does not limit the participation of the same subcontractor in more than one bid; or</p> <p>(f) a Bidder or any of its affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or</p> <p>(g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.</p> <p>(h) a Bidder that has a close business or family relationship with a professional</p>

	staff of the Procuring Entity.
	4.4 A firm that is under a declaration of ineligibility by the GoN in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. A firm shall not be eligible to participate in any procurement activities under an DP-financed, -administered, or -supported project while under temporary suspension or debarment by DP pursuant to the DP's Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by the DP, or enforced by other DPs pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
	4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.
	4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
	4.7 Firms shall be excluded in any of the cases, if <ul style="list-style-type: none"> (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country. Where Nepal prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded; (b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm sanctioned or temporarily suspended by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
	4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
	4.9 The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured maximum number of construction contracts (in open competitive bidding) as specified in BDS and has not yet completed the work as stipulated in the respective contracts
	4.10 For the purpose of ITB 4.9 above, the bidder shall declare that the bidder, and all parties constituting the Bidder have not already secured maximum number of construction contract (in open competitive bidding) as specified in BDS . If the bidder, and all parties constituting the Bidder has participated in bidding processes of many public entities and during that period the maximum number of contracts have been attained as specified saturates due to issuance of letters of acceptance by a particular public entity, the bidder shall inform in writing to all other concerned public entities, where the bidder have participated in bidding

	process, within three days of issuance of last letter of acceptance that saturates the maximum number of contracts as specified.
5. Eligible Materials, Equipment and Services	5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in accordance with Section V (Eligible Countries) and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
	5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
B. Contents of Bidding Documents	
6. Sections of Bidding Document	6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. PART I Bidding Procedures Section I Instructions to Bidders (ITB) Section II Bid Data Sheet (BDS) Section III Evaluation and Qualification Criteria (EQC) Section IV Bidding Forms (BDF) Section V Eligible Countries PART II Requirements Section VI Works Requirements (WRQ) Section VII Bill of Quantities (BOQ) PART III Conditions of Contract and Contract Forms Section VIII General Conditions of Contract (GCC) Section IX Special Conditions of Contract (SCC) Section X Contract Forms (COF)
	6.2 The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.
	6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its bid all information and documentation as is required by the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in BDS or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any

	request for clarification, provided that such request is received within the period as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
	7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS . The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer as mentioned in BDS .
	7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
	7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addendum or several addenda.
	8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
	8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2. However, the time available to submit bids shall not be less than five (5) days since amendment in

	bidding document.
C. Preparation of Bids	
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	<p>11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.</p> <p>11.2 The Technical Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Technical Bid; (b) Bid Security in accordance with ITB 19; (c) alternative Technical Bid, at Bidder's option and if permissible, in accordance with ITB 13; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract; (f) Technical Proposal in accordance with ITB 16; (g) Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement. The Joint Venture agreement, or letter of intent to enter into a Joint Venture including a draft agreement shall indicate at least the parts of the Works to be executed by the respective partners; (h) list of subcontractors, in accordance with ITB 34 (If any); and (i) Any other documents required in the BDS. <p>11.3 The Price Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Price Bid; (b) completed Bill of Quantities (BoQ), in accordance with ITB 12 and ITB 14, or as stipulated in the BDS; (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;

	(d) Table of Price adjustment (if applicable) ; and (e) Any other document required in the BDS .
	11.4 The Bidder is solely responsible for the authenticity of the submitted documents. 11.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.
12. Letter of Bid and Schedules	12.1 The Letters of Technical Bid and Price Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section IV (Bidding Forms) and in Section VII (Bill of Quantities). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1 Unless otherwise specified in the BDS , alternative bids shall not be considered.
	13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS , as will the method of evaluating different times for completion.
	13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
	13.4 When specified in the BDS , Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section VI (Works Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.
	14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section VII (Bill of Quantities). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
	14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total price in the Letter of Price Bid may result in rejection of the Bid.
	14.4 The Bidder shall quote any discounts and the methodology for their application

	<p>in the Letter of Price Bid, in accordance with ITB 12.1.</p> <p>14.5 If so indicated in ITB 1.1 and ITB 35.4, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all Contracts are submitted and opened at the same time.</p> <p>14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.</p> <p>14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.</p>
15. Currency of Bid and Payment	15.1 The currency of the bid and payment shall be in Nepalese Rupees.
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
17. Documents Establishing the Qualifications of the Bidder	17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid for the period specified in the BDS. The bid validity period shall start from the bid submission deadline as prescribed by the Employer in accordance with ITB 22.1. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date.</p> <p>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.</p> <p>A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period,</p>

	<p>the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.</p>
19. Bid Security	<p>19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.</p> <p>19.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>A bid security valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p> <p>19.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>19.5 The public entity shall return the bid securities except those that are to be forfeited as per ITB 19.6 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 40.1 and ITB 41.1.</p> <p>19.6 The bid security shall be forfeited if:</p> <p>GoN funded:</p> <ul style="list-style-type: none"> (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 18.2: <ul style="list-style-type: none"> (i) during the period of bid validity specified by the Bidder on the Letter of

	<p>Technical Bid and Price Bid, in case of electronic submission;</p> <p>(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 Technical Bid and Price Bid, in case of hard copy submission.</p> <p>(b)a Bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;</p> <p>(d) the successful Bidder fails to:</p> <p>(i) furnish a performance security in accordance with ITB 35.5 and ITB 40.1; or</p> <p>(ii) sign the Contract in accordance with ITB 41.1; or</p> <p>(iii) accept the correction of arithmetical errors pursuant to clause 33.1</p> <p>DP funded:</p> <p>The bid security shall be forfeited</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or</p> <p>(b) if the successful Bidder fails to</p> <p>(i) furnish a performance security in accordance with ITB 35.5 and ITB 40.1; or</p> <p>(ii) sign the Contract in accordance with ITB 41.1; or</p> <p>(iii) accept arithmetical corrections in accordance with ITB 33.1;</p> <p>19.7 The Bid Security of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL – TECHNICAL BID” and “ORIGINAL – PRICE BID.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 21.1(b).</p> <p>20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by</p>

	the person signing the bid.
	20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
D. Submission and Opening of Bids	
21. Sealing and Marking of Bids	<p>21.1 Unless otherwise specified in BDS, Bidders shall submit their bids by electronic or by mail/by hand/by courier. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Bidders submitting bids by mail, by hand or by courier</p> <p>shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL TECHNICAL BID”, “ORIGINAL – PRICE BID”, “ALTERNATIVE” and “COPY No. – TECHNICAL BID” and “COPY NO. PRICE BID” These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.</p> <ol style="list-style-type: none"> The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline. 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. The registered bidders need to maintain their profile data required during preparation of bids. In order to submit their bids, the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid. The bidder can prepare their technical and price 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 or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

The required forms and documents shall be part of technical bids.

No.	Document	Requirement	Remarks
1.	Letter of Technical Bid	Mandatory	PDF
2.	Bid Security / Bank Guarantee	Mandatory	PDF
3.	Firm or Company registration Certificate	Mandatory	PDF
4.	VAT and PAN registration Certificate	Mandatory (for domestic bidders only)	PDF
5.	Business Registration Licence	Mandatory	PDF
6.	Tax Clearance Certificate/Tax return submission evidence/evidence of time extension	Mandatory (for domestic bidders only)	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Bank Voucher for cost of bid document	Mandatory	PDF
9.	Joint venture agreement	Mandatory in case of JV Bids Only	PDF
10.	Qualification Documents	Mandatory	Using profile data(financial details, contract details etc.) and Technical Proposal
11.	Additional documents] specified in ITB 11.2 (i)	Mandatory (If any)	PDF

The required forms and documents shall be part of price bids.

No.	Document	Requirement	Remarks
1.	Letter of Price Bid	Mandatory	PDF
2.	Completed Bill of Quantities (BoQ)	Mandatory	Online Forms
3.	Price Adjustment Table	Mandatory (If applicable)	Online Forms
4.	Additional Documents specified in ITB 11.3 (e)	Mandatory (If any)	PDF

Note:

- a) The documents specified as “Mandatory” should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.
- b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.

viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response

	<p>documents prior to bid submission.</p> <p>ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.</p> <p>x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.</p> <p>xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;</p> <p>aa) The e-submitted bids must be readable through PDF reader.</p> <p>bb) 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.</p> <p>cc) 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.</p> <p>21.2. The inner and outer envelopes shall:</p> <p>(aa) bear the name and address of the Bidder;</p> <p>(bb) be addressed to the Employer as provided in BDS 22.1;</p> <p>(cc) bear the specific identification of this bidding process indicated in BDS 1.1; and</p> <p>21.3 The outer envelope and the inner envelope containing Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 25.1.</p> <p>21.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7</p> <p>21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>
22. Deadline for Submission of Bids	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p> <p>22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
23. Late Bids	23.1 The Employer shall not consider any bid that arrives after the deadline for

	submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
24. Withdrawal, and Modification of Bids	<p>24.1 A Bidder may withdraw, or modify its bid- Technical or Price - after it has been submitted either in hard copy or by e-submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p>(i) Bids submitted in Hard Copy</p> <p>GoN Funded:</p> <p>a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding modification of the bid must accompany the respective written notice. All notices must be:</p> <p>(aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and</p> <p>(bb) received by the Employer twenty; four hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>DP Funded:</p> <p>A Bidder may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding modification of the Bid must accompany the respective written notice. All notices must be</p> <p>i) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” and “MODIFICATION;” and</p> <p>ii) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.</p> <p>ii) E-submitted bids.</p> <p>a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system.</p> <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened. In case of hard copy submission, the Bid will be returned unopened to the Bidders.</p> <p>24.3 The following provisions apply for withdrawal or modification of the Bids:</p> <p>GoN Funded:</p> <p>(i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p> <p>(ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the</p>

	<p>period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid or any extension thereof.</p> <p>DP Funded:</p> <p>No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.</p> <p>24.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.</p> <p>24.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.</p> <p>24.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.</p>
25. Bid Opening	<p>25.1 The Employer shall open the Technical Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer shall reject the Bid as nonresponsive.</p> <p>25.2 The Employer shall download the e-submitted Technical Bid. The e-GP system allows the Employer to download the e-submitted technical bid only after bid opening date and time after login simultaneously by at least two members of the Bid Opening Committee.</p> <p>25.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted technical bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p> <p>25.4 Thereafter, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only the Technical Bid, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 25.1.</p> <p>25.5 All other envelopes holding the Technical Bid shall be opened one at a</p>

	time, reading out: the name of the Bidder; whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No bid shall be rejected at opening of Technical Bids except for late bids, in accordance with ITB 23.1.
	25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
	25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given at least 7 days' notice for the opening of Price Bids.
	25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
	25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
	25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification; (c) the Bid Prices, including any discounts and alternative offers; and (d) any other details as the Employer may consider appropriate. Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
	25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, modifications and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
E. Evaluation and Comparison of Bids	

26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>
27. Clarification of Bids	<p>27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the Technical and Price Bid as per ITB 11.2 and ITB 11.3 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.</p>
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
29. Examination of Technical Bid	<p>29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been submitted. If any of these documents or information (except alternative Technical Bid which is optional) is missing, the bid shall be rejected.</p> <p>29.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 21.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.</p>
30. Determination of Responsiveness of	<p>30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.2.</p>

Technical Bid	<p>30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p style="padding-left: 40px;">(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;</p> <p style="padding-left: 80px;">or</p> <p style="padding-left: 40px;">(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p>
	<p>30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI (Works Requirements) have been met without any material deviation, reservation or omission.</p>
	<p>30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
	<p>30.5 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.</p>
31. Non-conformities Errors, and Omissions	<p>30.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p> <p>30.7 Except in case of e-submission, the Price Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders.</p>
	<p>31.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation, or omission.</p> <p>31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the</p>

	rejection of its bid.
	31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).
	31.4 If the monetary value of such non-conformities is found to be more than fifteen percent of the Bid Price of the bidder pursuant to ITB 31.3 , such bid shall be considered nonresponsive and shall not be involved in evaluation.
32 Eligibility and Qualification of the Bidder	32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the eligibility and qualifying criteria specified in Section III (Evaluation and Qualification Criteria).
	32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
	32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
33. Correction of Arithmetical Errors	33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis: <ul style="list-style-type: none"> (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; (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 Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected. (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
	33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.
34 Subcontractors	34.1 In case of Prequalification, the Bidder's Bid shall name the same subcontractor as submitted in the prequalification application and approved by the Employer.

	<p>In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the sub-contractor shall meet the qualifications criteria as indicated in section III.</p> <p>Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p> <p>Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS.</p>
35. Evaluation of Price Bids	35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	<p>35.2 To evaluate a Price Bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the bid price, excluding Value Added Tax, and Provisional Sums, in the Summary Bill of Quantities, for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively; (b) adjustment for correction of arithmetic errors in accordance with ITB 33.1; (c) adjustment due to discounts offered in accordance with ITB 14.4; (d) adjustment for nonconformities in accordance with ITB 31.3; (e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);
	35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (Contracts), and to award multiple Contracts to a single Bidder as specified in BDS , the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).
	35.5 if the bid for an 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 .

	35.6 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.
	35.7 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
36. Comparison of Bids	36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.2 to determine the lowest evaluated bid.
37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
	37.2 The public entity shall give notice of the rejection of bids or the cancellation of the procurement proceedings pursuant to ITB 37.1, along with the reasons for such rejection or cancellation, to all bidders.
	37.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 37.2, 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.
F. Award of Contract	
38. Award Criteria	38.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39. Letter of Intent to Award the Contract/Notification of Award	39.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.
	39.2 After issuance of the notice under ITB 39.1 if the concerned bidder provides information pursuant to ITB 4.10 regarding saturation of maximum number of contracts, the employer shall disqualify the bidder and shall select the next lowest evaluated Bidder in accordance with ITB 38.1 and notify accordingly as per ITB 39.1.
	39.3 If no bidder submits an application pursuant to ITB 42 within a period of seven days of the notice provided under ITB 39.1, the Employer shall, accept the bid selected in accordance with ITB 38.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid

	<p>validity, to furnish the performance security and sign the contract within fifteen days.</p> <p>39.4 After communicating letter of acceptance under ITB 39.3, if the concerned bidder provides information pursuant to ITB 4.10 regarding saturation of maximum number of contracts, the employer shall reject the bid of that bidder and shall select the next lowest evaluated Bidder in accordance with ITB 38.1 and shall issue the notice accordingly as per ITB 39.1. In such case bid security of the rejected bidder shall not be forfeited.</p> <p>39.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
40. Performance Security	<p>40.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 35.5, as specified below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section X (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p> <p>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.</p> <p>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:</p> <p>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be without VAT and Contingencies but including Provisional Sum.</p> <p>40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 39.</p>
41 Signing of Contract	<p>41.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 40.1.</p> <p>41.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the <i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office.</i> The Employer may make arrangements to post</p>

	<p>the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract price</p> <p>41.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 39.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.</p> <p>41.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 40.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.</p>
42. Complaint and Review	<p>42.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 25.8 and ITB 39.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>42.2 Late application filed after the deadline pursuant to ITB 42.1 shall not be processed.</p> <p>42.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 42.1:</p> <p>(a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or</p> <p>(b) to reject the application.</p> <p>The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 42.4.</p> <p>42.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 42.3, or the decision is not given within five (5) days of receipt of application pursuant to ITB 42.1, it can, within seven (7) days of receipt of such decision, file an application to the Public Procurement Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount ,equal or more than Rupees Twenty Million (NRs. 20,000,000). The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.</p> <p>42.5 Late application filed after the deadline pursuant to ITB 42.4 shall not be processed.</p> <p>42.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 42.4, the Public Procurement Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 42.3.</p>

	<p>42.7 Within three (3) days of receipt of the notification pursuant to ITB 42.6, the Public Entity shall furnish the copy of the related documents to the Public Procurement Review Committee.</p>
	<p>42.8 The Public Procurement Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within thirty (30) days of the receipt of the application filed by the Bidder, pursuant to ITB 42.4.</p>
	<p>42.9 The Bidder, filing application pursuant to ITB 42.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 25.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 39.1 with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 42.4.</p>
	<p>42.10 If the claim made by the Bidder pursuant to ITB 42.4 is justified, the Public Procurement Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 42.9, within seven (7) days of such decision made.</p>
	<p>42.11 If the application submitted by the Bidder pursuant to ITB 42.4 is dismissed by the Public Procurement Review Committee, the security deposit (Cash or Bank Guarantee) submitted by the Bidder pursuant to ITB 42.9 shall be forfeited.</p>

Section II: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I. Instructions to Bidders.

A. General	
ITB 1.1	The number of the Invitation for Bids is: WRIDD-PANCHTHAR/BHATTA/WORKS/NCB-01/081-82
ITB 1.1	The Employer is: Water Resources and Irrigation Development Division, Panchthar
ITB 1.1	Multiple Contract or lots (contracts) is: Not Applicable
ITB 2.1	The name of the Project is Construction of Bhatta Kulo Irrigation Project, Phidim Municipality Ward No. 5, Chokmagu, Panchthar The DP is NA The implementing agency is Water Resources and Irrigation Development Division, Panchthar GoN Funded or DP Funded: GoN Funded
ITB 4.1 (a)	For GoN Funded: Maximum number of partners in a joint venture shall be: 3 (three)
ITB 4.9 & ITB 4.10	For GoN Funded: The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured five (5) number of construction contracts (in open competitive bidding) and has not yet completed the work as stipulated in the respective contracts. Following Procurement of Works contracts shall not be counted for this purpose: a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D). b) The works for which tender were invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR. c) The works for which tenders were invited or contracts accepted under all types of foreign assistance.
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Division Chief (Mr. Kendra Kumar Limbu) Address: Water Resources and Irrigation Development Division, Panchthar Telephone: 9852681014 Electronic mail address: panchthar.irrigation@gmail.com
ITB 7.4	A Pre-Bid meeting shall held. Pre-Bid Meeting will Take place at the following date, time and place:



[Signature]
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	<p>Date: July 28, 2025</p> <p>Time: 11:00 AM</p> <p>Place: Water Resources and Irrigation Development Division, Panchthar</p> <p>A site visit shall not be organized by the Employer.</p>
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than 10 days prior to the deadline for submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English / Nepali
ITB 11.2 (i)	The Bidder shall submit with its Technical Bid the following additional documents: NA
ITB 11.3 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts: NA
ITB 11.3 (e)	The Bidder shall submit with its Price Bid the following additional documents: NA
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: NA
ITB 14.6	<p>The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract.</p> <p>Bidder shall submit the Table of Price Adjustment Data as a part of price bid.</p>
ITB 18.1	The bid validity period shall be: Ninety (90) days
ITB 19.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal with a minimum of NRs. 4,50,000.00 , which shall be valid for 30 days beyond the validity period of the bid.
ITB 19.2 (b)	<p>Office Name: Pradesh Lekha Ikai Karyalaya, Panchthar</p> <p>Bank Name: Nepal Bank Limited</p> <p>Bank Address: Phidim, Panchthar</p> <p>Account Number: 06702000002003000001</p> <p>Office Code: 3130202011</p>
ITB 20.1	In addition to the original of the bid, the number of copy/ies is/are: Not Applicable
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</p> <p>(b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and,</p>

	in the event the JV is awarded the Contract, during contract execution.
D. Submission and Opening of Bids	
ITB 21.1	Bidders shall have the option of submitting their bids by electronic only.
ITB 22.1	For bid submission purposes only, the Employer's address is: Attention: Division Chief Address: Water Resources and Irrigation Development Division, Panchthar The deadline for bid submission is: Date: August 08, 2025 Time: 12:00
ITB 25.1	The Technical Bid opening shall take place at: Address: Water Resources and Irrigation Development Division, Panchthar Date: August 08, 2025 Time: 13:00
E. Evaluation and Comparison of Bids	
ITB 34.1	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 25% of the total contract amount without VAT but including PS.
ITB 35.4	Bidders are not permitted to quote separate prices for lots (Contracts), and a single Bidder will be awarded multiple lots (Contracts) based on provision of Paragraph 1.2, Multiple Contracts Section III (Evaluation and Qualification Criteria): Multiple contracts comprising of following lots (contracts): NA
ITB 35.5	The amount of the performance security be increased by Eight (8) percent of the quoted bid price without VAT but Including PS.
ITB 41.4	For DP Funded: Not Applicable

Section III: Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 32 and ITB 35, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Evaluation

In addition to the criteria listed in ITB 35.2 (a) - (e) the following criteria shall apply:

Note:

Use the evaluation criteria listed below as appropriate and required for the project.

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Works Requirements).

Non-compliance with equipment and personnel requirements described in Section VI (Works Requirements) shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.

1.2 Multiple Contracts

Multiple Contracts, if permitted under ITB 35.4, will be evaluated as follows:

Award Criteria for Multiple Contracts [ITB 35.4]:

Bidders have the option to Bid for any one or more Contracts. Bids will be evaluated taking into account discounts offered, if any, for combined contracts. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined contracts, subject to the selected Bidder(s) meeting the required qualification criteria for combination of multiple contracts as the case may be.

Qualification Criteria for Multiple Contracts:

The criteria for qualification shall be the sum of the minimum requirements for respective

individual contracts as specified under items 2.3.2, 2.3.3, 2.3.4 and 2.4.2 b.

With respect to the **Contracts of Similar Size and Nature** under item 2.4.2(a) of Section III, the evaluation shall be done as below:

N is the minimum number of contracts required as per Specific Construction Experience (2.4.2(a)).

V is the minimum value of a single contract as per Note (2), ~~or~~ (3) of 2.4.2 Specific Construction Experience.

- i. Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:

Contract 1: N1 contracts, each of minimum value V1;

Contract 2: N2 contracts, each of minimum value V2;

Contract 3: N3 contracts, each of minimum value V3;

----etc.

Or

- ii. Total number of contracts is equal or less than $N1 + N2 + N3$ --but the total value of all such contracts is equal or more than $N1 \times V1 + N2 \times V2 + N3 \times V3$ +---.

1.3 In Case, other than Multiple Contracts

Bidders have the option to Bid for any one or more Contracts. The contracts will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer, subject to the selected Bidder(s) meeting the required qualification which shall be the sum of the minimum requirements for respective individual contracts. Under this case, Contract shall be awarded based on Least Cost Combination to the Employer.

1.4 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

[insert project specific requirements]

1.5 Alternative Technical Solutions

Alternative technical solutions, if permitted under ITB 13.4, will be evaluated as follows:

[insert project specific requirements]

1.6 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 35.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

[Insert in bidding document: “Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, but excluding omission of prices in the BoQ. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.”]

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Nationality					
Nationality in accordance with ITB sub-clause 4.2	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid, Forms ELI –1; ELI – 2 with attachments
2.1.2 Conflict of Interest					
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
2.1.3 Government/ DP Eligibility					
Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
2.1.4 Government-owned Entity					
Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid, Forms ELI - 1, ELI - 2, with attachments

2.1.5 UN Eligibility					
Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.7.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
2.1.6 Bidder's Running Contracts					
Bidders have not yet secured five (5) number of construction Contracts ² (in open competitive bidding) as described in ITB Sub-Clause 4.9.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid, Form ELI-3
2.1.7 Other Eligibility					
Firm or Company Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration License	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate (<i>only for domestic bidders</i>)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate or Tax return submission evidence or evidence of time extension for the F/Y 2080-81 (<i>Only for domestic bidders</i>)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

² Following Procurement of Works contracts shall not be counted for this purpose:

- The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D)
- The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR.
- The works for which tenders were invited or contracts accepted under all types of foreign assistance.



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Additional requirements <i>[Insert if any]</i>
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2.2 Pending Litigation

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (Fifty) percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1
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2.3 Financial Situation**2.3.1 Historical Financial Performance**

Submission of audited balance sheets and income statements, for the last 3 (Three) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, a Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
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2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover of NRs 17.82 million , calculated as total certified payments	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN -2
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received for construction contracts in progress or completed, within best three years out of last ten fiscal years.					
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Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

2.3.3 Financial Resources

Using Forms FIN - 3 and FIN - 4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets ³ , unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of NRs. 2.97 million	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 3
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2.3.4 Required Bid Capacity

The bidding capacity of the bidder should be equal to or more than the NRs. 16.04 million	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 4 and Form FIN - 5
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³ Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

2.4 Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	One Partner	
2.4.1 General Construction Experience					
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last five (5) years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	One Partner	
2.4.2 Specific Construction Experience					
(a) Contracts of Similar Size and Nature					
(i) For Works with value up to NRs. 100 million					
Participation as Prime contractor, management contractor, or subcontractor, within the last ten (10) years, that have been successfully or are substantially ^a completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described; 1. Construction of Irrigation System, canal and associated structures like superpassage, Aqueduct, RCC Bridges, Drop Structures etc. and other hydraulic structures.	must meet requirement, in at least One (1) Contract with a value of at least NRs 7.13 million	not applicable	not applicable	must meet requirement, in at least One (1) Contract, with a value of at least NRs 7.13 million	Form EXP – 2(a)

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

* A contract for which a Taking-Over Certificate has been issued shall be considered as substantially completed.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	One Partner	

(b) Construction Experience in Key Activities [*]					
Participation as Prime contractor, management contractor, or subcontractor, within a last ten (10) years, For the above or other contracts stipulated in 2.4.2(a) above, a minimum annual production rate on construction experience in the following key activities that have been successfully or substantially ^a completed:	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)
1) RR Masonry work in c/s mortar = 102.91 cu.m. 2) Concrete work = 332.03 cu.m. 3) Reinforcement work = 18062.96 kg					

2.5 Subcontractors: NA

Section IV: Bidding Forms

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

Letter of Technical Bid

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

Date:

Name of the contract:

Invitation for Bid No.:

To: **[Insert Complete name of Employer]**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Works: **[Insert Description of the works]**
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **[insert validity period as specified in ITB 18.1 of the BDS]** 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.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2 and meet the requirements of ITB 3.4,& ITB 3.5
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (g) [We are not a government owned entity] / [We are a government owned entity but meet the requirements of ITB 4.5];¹
- (h) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.
- (i) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the Employer.



[Signature]
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- (j) 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.
- (k) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section VI (Works Requirement) and our technical proposal, or as otherwise agreed with the Employer.
- (l) We declare that we have not yet secured five (5)⁴ number of construction contract (in open competitive bidding) as described in ITB Sub-Clause 4.9.

Name: *[insert complete name of the person signing the Bid]*.....

In the capacity of *[insert legal capacity of person signing the Bid]*.....

Signed *[signature of the person whose name and capacity are shown above]*.....

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*.....

Date *[insert date of signing]*.....

¹ Note: Use one of the two options as appropriate.

⁴ Note: Following Procurement of Works contracts shall not be counted for this purpose:

- a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D).
- b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR.
- c) The works for which tenders were invited or contracts accepted under all types of foreign assistance.

Letter of Price Bid

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

Date:

Name of the contract:

Invitation for Bid No.:

To: *[Insert Complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;

We offer to execute in conformity with the Bidding Documents the following Works: *[Insert Description of the works]* .

- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[Insert one of the options below as appropriate]* or when left blank is the Bid Price indicated in the Bill of Quantities.

Option 1, in case of single contract: Total price is: *[insert the total price of the Bid in words and figures]*;

Or

Option 2, in case of multiple lots (contracts): (i) Total price of each lot (contracts): *[insert the total price of each lot in words and figures]*; (ii) Total price of subject contract [say Lot1] and Lot2 [another contract] *[insert the total price in words and figures]*; (iii) Total price of subject contract [say Lot1] and Lot3 [another contract] *[insert the total price in words and figures]*; Total price of subject contract [say Lot1], Lot2 [another contract], Lot3 [another contract],*[insert the total price in words and figures]*;

- (d) The discounts offered and the methodology for their application for subject contract [single contract] are:..... [For Bidding Documents not provisioning multiple contracts]

Add following if Bidding Document provisions applicability of multiple contracts:

The discounts offered and the methodology for their application for subject contract [say Lot1] and Lot2 [another contract] are:.....

The discounts offered and the methodology for their application for subject contract [say Lot1] and Lot3 [another contract] are:.....

The discounts offered and the methodology for their application for subject contract [say Lot1], Lot2 [another contract] and Lot3 [another contract],....., are:.....

[Note:

1. Formulate possible combinations depending upon the number of lots under Bidding Process and modify accordingly Paragraph (c) and (d)]

(e) Our bid shall be valid for a period of *[insert validity period as specified in ITB 18.1]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

(g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁵

Name of Recipient	Address	Reason	Amount
.....
.....

(h) 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;

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

(j) We declare that we are solely responsible for the authenticity of the documents submitted by us.

(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: *[insert complete name of the person signing the Bid]*.....

In the capacity of *[insert legal capacity of person signing the Bid]*.....

Signed *[signature of the person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*.....

Date *[insert date of signing]*.....

⁵ If none has been paid or is to be paid, indicate "None".

Table of Price Adjustment Data⁶

[To be used if Price Adjustment is applicable as per GCC 53.1]

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - Adjustable (A)			0.15	0.15
	Labor (b)			0.15 - 0.25	
	Materials (c)			0.40 - 0.50	
	Equipment usage (d)			0.15 - 0.20	
		Total			1.00

*Normally following source of index shall apply. Public Entity shall choose applicable Index for each item.

- (a) Labor: "National Salary and Wage Rate Index" - "Construction Labor" of Nepal Rastra Bank or rate fixed by District Rate Fixation Committee
- (b) Material: "National Wholesale Price Index" - Construction Materials" of Nepal Rastra Bank
- (c) Equipment usage: "National Wholesale Price Index" - Machinery and Equipment" of Nepal Rastra Bank or "Fuel" Price fixed by Nepal Oil Corporation.

** Bidders proposed weightings should be within the range specified by the Employer in column - 5

⁶ Non-compliance of the data (stipulated by the bidder in this table) with requirements described here shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.

Table of Price Adjustment Data⁷

[To be used if Price Adjustment is applicable as per GCC 53.6]

Code	Construction Material*	Unit	Base Price (NRs/Unit) (Ex-factory)	Source (Factory)**
1	2	3	4	5

* Major construction materials to be specified by Employer in column - 2.

** Base Price and source normally to be specified by Employer (or alternatively informed to be proposed by bidder) in column 4 and 5.

Note:

The base prices of the construction materials shall be taken as of 30 days before the deadline for submission of the Bid as quoted by the Bidder and verified by the Employer. For the purpose of calculation of price adjustment, the Ex-factory price of the same source shall be taken into consideration.

⁷ Non-compliance of the data (stipulated by the bidder in this table) with requirements described here shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.

Bid Security

Bank Guarantee

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

(On Letter head of the Bank)

Beneficiary:[Insert name and address of Employer]

Date: Bid Security No.:

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

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

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

(a) has withdrawn or modifies its Bid:

i) during the period of bid validity specified by the Bidder on the Letter of Technical and Price Bid, in case of electronic submission

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) changes the prices or substance of the bid while providing information pursuant to clause 27.1 of ITB; or

(d) 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.

(e) 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 (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

Note:

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



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Technical Proposal Format

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Personnel

Form PER - 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section VI (Work Requirements). The data on their experience should be supplied using the Form below for each candidate.

No.	Name	Position*	Academic Qualification	Total Work Experience [Years]	Experience in Similar Works [years]
1.					
2.					
3.					
4.					
5.					

* As listed in Section VI (Work Requirements).

Form PER - 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below.

Position*		
Personal Information	Name	Date of Birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last twenty years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company, Project, Position and Relevant Technical and Management Experience

Equipment

Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section VI (Work Requirements). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

(i) For the equipment under Bidder's ownership

No.	Equipment Type and Characteristics	Total Nos. of Equipment under Bidder's Ownership	No. of Equipment engaged/proposed for ongoing/committed contracts	Nos. of Equipment proposed for this contract
1.				
2.				
3.				
4.				
5.				

(ii) For the Equipment to be leased/hired

No.	Equipment Type and Characteristics	Total Nos. of Equipment under the ownership of lease/hire provider	No. of Equipment engaged/committed for other works	Nos. of Equipment proposed to be leased/hired for this contract
1.				
2.				
3.				
4.				
5.				

Type of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

The Bidder shall be solely responsible for the data provided. However, this shall not limit the right of Employer to verify the authenticity of submitted information.

Bidder's Information and Qualification Format

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2. 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.	

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<ol style="list-style-type: none"> 1. articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm named above, in accordance with ITB 20.2. 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 	

Form ELI - 3: Bidder's Running Contracts⁸

Each member of a JV must fill in this form

Bidder's Running Contracts					
Name of office	Contract Identification no.	Source of Fund*	Date of issuance of Letter of Acceptance	Status of contract**	Date of Issuance of Taking Over Certificate***

* Mention GON funded or DP funded or Other PE (Insert name) funded

** Mention "Yet to sign" if contract is not signed, "Running" if contract has been signed and contract is running and "Substantially completed" if taking over certificate has been issued.

*** Insert date of issuance of taking over certificate if the awarded contract has been substantially completed and taking over certificate has been issued.

⁸:Note Following Procurement of Works contracts shall not be counted for this purpose

- The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D).
- The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR.
- The works for which tenders were invited or contracts accepted under all types of foreign assistance



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Form LIT - 1: Pending Litigation

Each member of a JV must fill in this form

Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria) <input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in NRS	Value of Pending Claim as a Percentage on Net Worth

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [in NRS]		
Year 1 :	Year 2 :	Year 3 :

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profit Before Tax			
Profit After Tax			
<ul style="list-style-type: none"> ○ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions. ○ All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies. ○ Historic financial statements must be audited by a certified auditor. ○ Historic financial statements must be complete, including all notes to the financial statements. ○ Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). 			

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 10 Years (Construction only)	
Year	Amount Currency

- **Average Annual Construction Turnover
(Best three years within the last 10 years)**

Form FIN - 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (in NRS)
1		
2		
3		

Form FIN – 4: Bid Capacity

Each Bidder or member of a JV must fill in this form

$$\text{Bid Capacity} = [(5 \times A) - B]$$

A = Average Annual Turnover of best three years out of last ten fiscal years.

B = Annual Value of the existing commitments and works (ongoing) to be completed, calculated from FIN-4.

SN	Name of Bidder	Pan No.	A, in Million	B, in Million	Bid Capacity, in Million
1					
2					
3					

Total Bid Capacity :

Signature of Bidder

Form FIN- 5: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments (For Calculation of B with reference of FIN-3)									
No.	Name of Contract	Name of the Contractor/s	Employer's Contact Address, Tel, Fax	Contract Share in % (a)	Contract Amount in Millions (b)	Contract Date(yyyy-mm) (c)	Initial or Revised Contract Duration (months) (d)	Value of outstanding works [In Millions, NRS] [#] (e)	Estimated Time in Month to Complete the outstanding works (f) = (c) + (d) – Date of Invitation of Bid (f)
1									
2									
3									
4									

Signature of Bidder

The Outstanding Works means Contract Price (excluding Vat) minus Work Evaluated by Employer till the reference date. Bidder shall have to submit the relevant documentary evidence to substantiate the facts/figures.

Note 1: “B” shall be calculated as : $B = \sum \left[\frac{(e) \times (a)}{(f)} \right] \times 12$, If (f) is less than 12, then value of (f) shall be taken as 12.

Note 2: If Initial or Revised Contract Date is run out with respect to Date of Invitation of Bid, the Estimated Time in Month to Complete the outstanding works shall be taken equal to 12 months.



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Form EXP - 1: General Construction Experience

Each Bidder or member of a JV must fill in this form.

General Construction Experience				
Starting Month Year	Ending Month Year	Year	Contract Identification and Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP - 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No..... of.....	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<input type="checkbox"/> NRS		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
<p>Note :</p> <p><i>The Employer should insert here contract size, complexity, methods, technology, or other characteristics as described in Section III (EQC), 2.4.2 (a) against which the bidder demonstrates similarity in the box on the right-hand-side.</i></p>			

Form EXP - 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No..... of.....	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<input type="checkbox"/> NRS		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
Note : <i>The Employer should insert here production rate(s) for the key activity (activities) subject contract against which the bidder demonstrates in the box on the right-hand-side production rates achieved by him on previous contracts.</i>			

Section V - Eligible Countries

For GoN funded: *[with estimate up to NRs. 5 billion]*

For the purpose of ITB 4.2: “**Nepal**”; and

For the purpose of Country-of-Origin ITB 5.1 and GCC 79.2: “**all Countries**”

Part II : REQUIREMENTS

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Section VI: Works Requirements

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

Scope of Work

- a) The works of this contract are described in the Drawings and Bill of Quantities of the Bid Documents.
- b) The accessibility of the Work Site is described in the Bid Documents.
- c) All the materials shall be supplied by the Contractor at his own cost, the approval of which will have to be obtained from the Employer.
- d) The project implementation will be carried with the close coordination with WUA's construction committee. However, all the instruction to the Contractor will be given through the Project Manager appointed by the Employer.
- e) The Works mainly Consists of Construction of RCC Lined canal and Canal related structures.
- f) Test-run of Canal by conveyance of water to the command area.

Specifications

Notes on the Specifications

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

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

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

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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.

TECHNICAL SPECIFICATIONS

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SECTION 1 SUMMARY OF WORK

1.1 Project Description

- A. The works of this contract are described in the Drawings and Bill of Quantities of the Bid Documents.
- B. The accessibility of the Work Site is described in the Bid Documents.
- C. All the materials shall be supplied by the Contractor at his own cost, the approval of which will have to be obtained from the Employer.
- D. The project implementation will be carried with the assistance of WUA's construction committee. However, all the instruction to the Contractor will be given through the Project Manager appointed by the Employer.

1.2 Rainfall and Climate

Climatic conditions in the Project area are dominated by monsoons. Average annual rainfall varies from about 1200 mm to 1700 mm. Over 80% of the total annual rainfall is concentrated from June to October. Mean temperatures vary depending on altitude and mean monthly temperatures range from 5 – 18 degree Celsius in January to 20 – 38 degree Celsius in May & June. Relative humidity ranges from 40% in April to 90% in August.

1.3 Drawings

- A. The location, extent, types and arrangement of the required construction and improvements are shown and noted on the Drawings accompanying this specification, which Drawings are hereby made a part of the Specification and this Contract.
- B. The Drawings accompanying the Specification, along with the quantities given in the Bill of Quantities are for tendering purpose and for obtaining comparable tenders. The Drawings accompanying the Specification indicate the scope and character of the Works to be performed. They are not fully detailed and are not released for construction purpose.

1.4 Standards and Supplementary Specifications

- A. All workmanship, materials, and components throughout shall where applicable, and unless otherwise stated in the Contract Documents, comply either:
 - 1. With the relevant ISO, British or Indian Standard Code of Practice current on the date fixed for receipt of tenders, or
 - 2. With other Standards or Codes of Practice proposed by the Contractor at the time of tendering provided that these standards or Codes of Practice are equivalent or superior to the relevant ISO, British or Indian Standard or Code of Practice.

- B. The acceptance of a tender based upon a Standard or Code of Practice proposed by the Contractor shall only signify the Employer's Representative's general approval to the use of such Standard or Code of Practice and shall not make the Employer's Representative liable to accept a Standard of workmanship subsequently found to be inferior to the corresponding ISO, British, or Indian Standard or Code of Practice.
- C. Where the relevant standard provides for the furnishing of a certificate to the Employer or Employer's Representative at their request, stating that the materials supplied comply in all respects with the standard, the Contractor shall obtain the certificate and forward it to the Employer's Representative. If no standard is indicated, then the relevant ISO, British, or Indian Standard, if any, shall apply.
- D. Wherever reference is made within these documents to certain standard specifications the reference shall unless otherwise specifically stated be construed to mean the standards, with all subsequent amendments, change or additions as thereafter adopted and published that are in effect on the date of issue of the Tender Documents.

1.5 Quality Control

The Contractor shall submit and agree with the Project Manager a Quality Assurance Plan (QAP) prior to commencement of Works at site. The quality assurance plan shall clearly set out working procedures, workmanship, testing and process control the Contractor will adopt in carrying out the Works so that the material and works shall comply with the requirements of the Contract and the Technical Specifications. Only after receiving approval of QAP from the Project Manager shall the Contractor proceed with the Works at site.

The Project Manager will be assisted in monitoring the quality of work by the Water Users Association Construction Sub-committee. However, instructions to the Contractor shall only be given by the Project Manager, based on the information provided by the WUA.

In addition, the National Vigilance Centre may conduct technical audits on the work done to ensure all works are carried out in accordance with the Contract and Specifications.

SECTION 2 CONSTRUCTION FACILITIES

2.1 Transportation Facilities

The Contractor shall investigate the availability of transportation facilities and shall make all arrangements necessary for the delivery of materials to be used on the work. The Contractor shall make his own investigations on the condition of available public roads, access rights of way, and of restrictions, bridge load limits and other limitations affecting transportation and ingress.

2.2 Sanitation

The Contractor shall maintain the Site and all working areas in a sanitary condition and in all matters of health and sanitation shall comply with the requirements of the local medical office or other competent authority.

2.3 Potable Water Supply

The Contractor shall install, operate and maintain an adequate supply of fresh potable water to all staff quarters, labour camps, offices, workshops and other sheds and places of work on the Site. The supply shall be continuously available at all the Contractor's housing sites. Potable water shall mean water free of harmful impurities.

2.4 Safety Measures and Public Convenience

- A. The Contractor shall provide for the protection of all persons and property at all times. The Contractor shall comply with a manual acceptable to the Employer's Representative, to the extent that such provisions do not conflict with the applicable laws. The Contractor shall take all necessary measures to protect the work and prevent accidents during the construction. He shall provide and maintain sufficient night lights, barricades, guards, temporary sidewalks, temporary bridges, danger signals, watchmen and necessary appliances and safeguards to properly safeguard life and property. He shall also protect all excavations, equipment and materials so that the public will not be endangered.
- B. The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to traffic, and he shall have under construction no greater amount of work than he can handle properly with due regard for the rights of the public. Where existing streets or footpaths are not available as detours, the Contractor shall make suitable temporary detours as necessary, as directed by the Employer's Representative.
- C. The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor or his employees in the course of their employment, whether the said trespass by the Contractor or his employees in the course of their employment, was committed with or without the consent or knowledge of the Contractor.

2.5 Temporary Fencing



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If and where required the Contractor shall erect, maintain, and remove suitable and approved temporary fencing to enclose such areas of the works and all areas of land occupied by the Contractor within the site as may be necessary. Where any temporary fencing has to be erected alongside a public road, footpath, etc. it shall be of the type required by and shall be erected to the satisfaction of the authority concerned.

2.6 Notice Board

The Contractor shall erect a notice board of a size of not less than 1.0 m by 2.5 m at each work Site. The notice boards shall be painted and the inscription shall be approved by the Employer's Representative. The board is to be erected at a suitable place upon the commencement of the works.

2.7 Progress Photographs

The Contractor shall take progress photographs of key measurement events throughout the Contract period. The monthly statements of the estimated value of the work executed shall be accompanied by photographs of the key measurement events with measuring tapes or poles to indicate scale. The final statement should be accompanied by progress photographs of all completed main structures and works.

2.8 Costs

The costs of providing construction facilities shall be included in the prices tendered for the various items of the Bill of Quantities for which the construction facilities are required, and no separate payment will be made therefore.

SECTION 3 CONTROL OF WATER

3.1 General

- A. The Contractor shall be responsible for the control of water met within the excavations due to ground water, springs, seepage, rain or other causes. He shall take all measures and necessary precautions to control water seepage into excavations by suitable diversions and by bailing out or by pumping, if necessary, to keep the excavations dry during excavation, concrete construction, and embankment or backfill placement and compaction.
- B. The Contractor shall submit to the Employer's Representative for approval, details of such measures as he proposes to adopt for the control of water from any source. Notwithstanding any approval by the Employer's Representative of the Contractor's arrangements for the exclusion of water, the Contractor shall be responsible for the sufficiency thereof and for keeping the works safe at all times particularly during any floods, and for making good at his own expense any damage to the works including any that may be attributable to floods.
- C. Pumping from the interior of any foundation enclosure shall be done in such a manner as to preclude the possibility of the movement of water through any fresh concrete. No pumping shall be permitted during the placing of concrete or for any period of at least 24 hours thereafter unless it is done from a suitable pump separated from the concrete work by a watertight wall or other similar means.
- D. At the discretion of the Contractor, cement grouting or other approved methods may be used to prevent or reduce seepage and to protect the excavation area.

3.2 Works to be Kept Clear of Water

The Contractor shall keep the works well drained until the Employer's Representative certifies that the whole of the works is substantially complete and shall ensure far as is practicable all work is carried out in the dry. Temporary works such as temporary dams, water courses and other works of all kinds including pumping and well-point de-watering that may be necessary to exclude water from the works while construction is in progress shall not be removed without the approval of the Employer's Representative. The Contractor is to take all necessary precautions to avoid floatation of any partially completed structure.

3.3 Discharge of Water into Existing Streams

The Contractor shall make provision for the discharge or disposal from the works and temporary works of all water and waste products howsoever arising, and the methods of disposal shall be to the satisfaction of the Employer's Representative and of any Authority or person having an interest in any pond or watercourse over or in which water and waste products may be so discharged. Care shall be taken so that discharge of drained water will not cause damage to the works, crops or any other property, the requirements of this clause shall not limit any of the Contractor's obligations or liabilities, particularly as to Clause 22 of the Conditions of Contract.

3.4 Costs

Costs incurred by the Contractor in complying with the requirements of this Section shall be deemed to be included in the prices tendered for the various items of the Bill of Quantities for which the control of the water is required and no separate payment will be made thereof.

SECTION 4 STORAGE OF MATERIALS

4.1 General

- A. Materials shall be stored so as to ensure preservation of their specified quality and fitness for the work. They shall be placed on a hard, clean surface, and when required, they shall be placed under cover as approved by the Employer's Representative. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner and payment to him if necessary.
- B. The stockpile site shall be prepared by clearing and levelling as approved by the Employer's Representative.
- C. Aggregate storage piles shall be built up and removed in layers not exceeding 1 m. The height of such stockpiles shall be limited to 5.0 m. The centre of the storage areas shall be raised and sloped to the sides, as required to provide proper drainage of excess moisture. The material shall be stored in such a manner as to prevent segregation and to ensure proper gradation and moisture content.
- D. Immediately upon receipt at site of work, cement shall be stored in a dry weather tight, properly ventilated structure with adequate prevention of absorption of moisture. The Contractor's method of handling and storing of cement shall be to the approval of the Employer's Representative.

Not more than 13 bags of cement shall be permitted to be piled up and this number shall be limited to 7 bags when the storage is expected to be longer than 2 months. The bags of cement shall be piled up or stored so as to permit easy access for identification, inspection and testing.

4.2 Costs

The costs of providing for storage for materials shall be included in the prices tendered for the various items of the Bill of Quantities for which storage of materials is required, and no separate payment will be made thereof.

SECTION 5 EQUIPMENT PERFORMANCE, STANDARDISATION AND TESTING

5.1 Equipment Performance

Where performance of equipment is specified or accepted at the time of tender, failure of the equipment to perform at the specified level will be the responsibility of the Contractor. The Employer reserves the right not to accept such equipment and to withhold retention money and to make claims on the performance bond in the event of failure of equipment to meet the specified performance.

5.2 Standardization

To the maximum extent possible, equipment to be supplied and installed by the Contractor under this contract is to be standardized both as to type and to supplier.

5.3 Operational and Field Testing

After all construction is completed and before acceptance, the Contractor shall perform field tests in the presence of Engineer's representative and WUA Construction Committee members. Where called for, the Contractor shall demonstrate to the Employer's Representative the operation of the facilities for proper sequence of operation of the system and satisfactory performance of the individual components. Any improper operation of the system or any improper, neglected or faulty construction shall be repaired or corrected to the satisfaction of the Employer's Representative and WUA Construction Committee members. The Contractor shall make such changes, adjustments or replacement as may be required to make the same comply with the Specification, or shall replace any defective parts or materials.

SECTION 6 MEASUREMENT AND PAYMENT

6.1 Preliminary Note

- A. The items as set out in the Bill of Quantities are understood to be full compensation for:
- the preparation of Working Drawings for the Civil Engineering works and conforming to the requirements for the equipment and drawings as set out in the Specification, Conditions of Contract, Information and Instructions, Drawings, Schedules and Appendices Submitted with the Tender Documents;
 - all material, parts and labour cost as well as the cost of supervision, quality inspection and testing and all other costs for the supply of the equipment and materials;
 - all handling, packing and shipping charges, rail, road and all other transport costs, including harbour dues, dock handling charges, insurance during transit, customs outside Nepal (if any) and all other charges on the equipment and material from any place outside Nepal until it is delivered on site;
 - all cost of labour, supervising, erection of plant and temporary works, materials and other things of whatever nature required for storing, moving into final position, setting out, handling and erecting, final painting and protection, quality inspection and testing;
 - all duties and obligations as set out in the Conditions of Contract, the Specification, Information and Instruction, Drawings, Schedules and Appendices.
- B. Measurement methods specified in the individual Sections of the Specification shall govern if they differ from methods specified in this Section.
- C. The Employer's Representative will compute all quantities and will take measurements as required for such computations.

6.2 Measurement of Quantity

- A. Measurement Standards: All work to be paid for at a contract price per unit of measurement will be measured by the Employer's Representative in accordance with Metric Standard Measures. A ton shall consist of 1,000 kilograms.
- B. Measurement of Quantities:
1. Steel shapes, castings, miscellaneous metal, metal fabrications, and similar items to be paid for by weights for the type and quantity of material actually furnished and used.
 2. The Employer's Representative may be present to witness the weighing and to check and compile the daily record of such scale weights; however, in any case, the Employer's Representative will require that the Contractor furnish weigh slips and daily summary weigh sheets. In such cases, furnish a duplicate weigh slip or a load slip to each vehicle weighed and deliver the slip to the Employer's Representative at the point of delivery of the material.

C. Measurement by Volume:

1. Measurement by volume will be by the cubic dimension listed or indicated in the Bill of Quantities. Method of volume measurement will be as determined or directed by the Employer's Representative.
2. When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Employer's Representative in writing, the materials will be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Employer's Representative and shall be agreed to by the Contractor before such method of measurement of payment quantities will be accepted.

D. Measurement by Area: Measurement by area will be by the square dimension listed or indicated in the Bill of Quantities. Method of square measurement will be as determined or directed by the Employer's Representative.

E. Linear Measurement: Linear measurement will be by the linear dimension listed or indicated in the Bill of Quantities. Method of linear measurement will be as determined or directed by the Employer's Representative. Generally, items components, or work to be measured will be measured at the centreline of the item in place.

F. Lump-Sum Measurement:

1. Lump-sum measurement will be for the entire item, unit of work, structure, or combination thereof, as listed or indicated in the Bill of Quantities.
2. If the Contractor requested progress payments for lump-sum items or amounts in the Bill of Quantities, such progress payments will be made in accordance with a well-balanced, detailed program of payment apportioning, prepared by the Contractor and submitted to the Employer's Representative for approval.
3. Such program for each applicable lump-sum item shall show estimated quantities and unit prices as allocated by the Contractor to the different features of the work and major subdivisions thereof it shall also show the amounts allocated by the Contractor for:
 - (1) Costs of the various materials to be furnished,
 - (2) Direct labour costs and derivative charge,
 - (3) Other itemized costs,
 - (4) Overhead,
 - (5) Insurance, and
 - (6) Profit, the Summation of extensions of quantities and unit prices and related costs total, in each case, the exact amount to be paid under the lump-sum Contract Price for the item.
4. Such programs will be used for computing progress payments as provided herein, but will not be used to determine the amount of the final payment for the work of this Contract.

6.3 Field Measurement for Payment

- A. The Employer's Representative will compute for payment purposes all quantities of Work performed by the Contractor, of materials and equipment delivered to the site.
- B. The Contractor shall assist the Employer's Representative in the taking of measurements by providing all equipment and workers, as required to measure quantities in accordance with the provisions for measurement specified herein.
- C. All measurement services required, of the Contractor, as specified shall be performed under the direction and supervision of the Employer's Representative.
- D. The Contractor shall take photographs of key stages during the construction of main structures/canals and submit these with his progress payment requests.

6.4 Rejected Materials

Quantities of material waste or disposed of in a manner not called for under the Contract, rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the Provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Employer's Representative; or material remaining on hand after completion of the Work, will not be paid for, and such quantities shall not be included in the final total quantities. No compensation will be permitted for loading, hauling and disposing of rejected material.

Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bill of Quantities, or incidental to the Project.

SECTION 7 MOBILIZATION AND DEMOBILIZATION

7.1 General

- A. Within a period of specified days from the Employer's order to commence the work, the Contractor shall submit a mobilization programme to the Employer's Representative for approval.
- B. The mobilization work prescribed shall consist of all work involved in the establishment by the Contractor of his construction camps as required for the execution of the Work, and includes all accommodations, offices, and workshops (suitably equipped), sheds, stores, temporary roads, or paths, services and maintenance facilities required by him for his personnel, plant, equipment, and materials. This work also includes all movement of personnel, plant and objects to and from the site. It includes all assistance, which is required to enable the Employer's Representative and his staff to carry out the checking and testing of the works expeditiously.
- C. The establishment of camps and plant on site shall comply with all the provisions of the conditions of contract.
- D. Except in areas where no alternative access is practicable, as determined by the Employer's Representative, no construction traffic will be permitted on the canal inspection roads.
- E. The demobilization work shall consist of all work involved in the removal of the construction camps and other facilities mentioned in paragraph B above, removal from the site of personnel, plant and other objects brought by the Contractor and leaving the camp and working sites clear and free from any obstructions on the completion of the work as required under Clause 22 of the Conditions of Contract.
- F. All temporary buildings erected by the Contractor shall be removed from the site by the Contractor at the completion of the Contract. The area in which such buildings were sited shall be cleaned up and all foundations, plumbing and other fixtures shall be removed and the site restored to its original condition before the buildings were erected.
- G. At the completion of the Contract, except as may be permitted by the Employer's Representative, all temporary roads and tracks made by the Contractor shall be levelled to the satisfaction of the Employer's Representative. Due care shall be exercised to ensure that the obliteration of such roads and tracks will not lead to soil erosion.

7.2 Payment

- A. If required by the Contractor pursuant to Clause 48 of the Conditions of Contract, the Employer will make an advance payment for mobilization as a loan against future earnings in accordance with the terms of said Clause 48.

- Within a period of thirty (30) days from the date of the Employer's order to commence, the Contractor shall submit to the Employer's Representative a payment schedule in such form as to allocated the total lump-sum amounts tendered for the items Construction and Maintenance of Temporary Access Roads; Compensation payment (Rental) for Temporary Access Roads; Construction, Maintenance and Removal of Contractor's Staff Quarters and Labour Camps, and Construction, maintenance and Removal of Contractor's Temporary offices, Stores and Workshops in the Bill of Quantities to the major divisions of the work to be performed. The payment schedule shall show the proportionate part of the total lump-sum amounts allocated thereto. The above allocation of the lump-sum amount shall be subject to the approval of the Employer's Representative. Monthly statements for progress payment shall include the amount allocated to each major division of work for each month as approved by the Employer's Representative. No quantity measurement will be made of the work under the said items and the payments therefore will be based on the completion of the work specified herein.
- B. The amounts tendered for the various items specified in A above shall be full compensation for the work specified herein including the work of site preparation, which shall consist of all the clearing and grubbing for temporary works outside the limit of permanent works as required by the Contractor to establish camps and other temporary work areas and all costs of maintenance and operation of camps, offices, workshops, ware houses, sheds, storage yards and also maintenance of Contractor provided in the work areas.
- C. All other costs relating to work specified in this section but not covered in the Bill of Quantities Items Specified herein shall be deemed to be covered in the prices tendered for related items in the Bill of Quantities, or shall be considered incidental to the Works.

SECTION 8 SITE INVESTIGATION

8.1 General

If at any time during the execution of the Works the Employer's Representative shall require the Contractor to make bore-holes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of Clause 10 of the Conditions of Contract unless a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

SECTION 9 CLEARING AND GRUBBING

9.1 General Description

This Specification Section covers clearing, grubbing, and removing of vegetation and other objectionable materials from the site and the right-of-way.

9.2 Clearing of the Site: General

- A. Within limits established by the Employer's Representative, the Contractor shall uproot and remove all trees, shrubs, bushes and other vegetation standing above the ground surface. Trees designated by the Employer's Representative to remain shall be protected.
- B. On the instructions of the Employer's Representative, the Contractor shall demolish and remove all timber buildings, fences and similar structures within the same areas.
- C. Where directed by the Employer's Representative, usable materials and equipment should be salvaged and handed over to the representative of the Employer. All other material cleared shall be disposed of by burning on site, as prescribed below, or by removal to waste lands beyond the site boundaries. The location of such disposal areas shall be subject to approval by the Employer's Representative before use.

9.3 Clearing the Right of Way

- A. All areas which require clearing for purpose of earthworks and construction including right of way, borrow areas, stock pile sites and elsewhere as directed by the Employer's Representative shall be cleared of trees, brush, roots, rubbish and other objectionable matter and such materials shall be removed from the site of the work or otherwise disposed of as approved by the Employer's Representative. On the approval of the Employer's Representative fences, walls, buildings and ruins shall be removed from the same areas.
- B. All materials to be burnt shall be piled neatly and when in a suitable condition shall be burnt completely. Piling for burning shall be done in such a manner and in such locations as to cause the least fire risks. The Contractor shall take special precautions to prevent fire from spreading.
- C. In general, only such trees that would interfere with the construction required under these specifications shall be removed, and trees along the right-of-way shall be left in place to the greatest extent practicable. The Contractor shall dispose of all material cleared as prescribed above.
- D. During the Contractor's operations the removal of certain trees and shrubs outside the right of way may be required, in which case the Contractor may remove such trees and shrubs after obtaining prior approval of the Employer's Representative. All trees and shrubs designated to remain in place shall be protected from damage. Any damage to the Works and public or private

property caused by the Contractor's operations in clearing and grubbing shall be repaired or replaced by the Contractor at his cost.

9.4 Measurement and Payment

When indicated as an item in the Bill of Quantities, clearing and grubbing will be measured for payment in terms of area from toe to toe of the canal alignment and the area covered by borrow pit. No payment shall be made for any clearance made by the Contractor for making access to the canal alignment outside the right of way or to the borrow pit. Where the Bill of Quantities for a schedule does not include an item for clearing and grubbing, no separate payment will be made for such work and all costs therefore shall be included in the unit rates tendered for the various type of excavation.

In general, borrow material will be taken from agricultural land in the vicinity of canal embankments as indicated in the Bill of Quantities utilising shallow, levelled and drained borrow pits to be returned for agricultural use after excavation. The completion of works in a single stretch of canal system will generally require that a single dry season crop compensation will require to be paid to occupiers of the borrow area. The crop compensation shall be measured for payment in terms of area from toe to toe of the canal alignment and the areas covered by borrow pits. No payment shall be made for any clearance made by the Contractor for making access to the canal alignment outside the right of way or to the borrow pit. Prior to the commencement of the works, the Contractor shall conduct survey measurement detailing the list of the occupiers of the borrow area and the right of way of the canal alignment and their individual areas for approval by the Employer's Representative. The rate and the sum for crop compensation given in the Bill of Quantities are provisional only. The rates for compensation shall be determined by the Employer's Representative in consultation with the local district authority. Upon approval of the list of occupiers and rates, the Contractors shall make payment for crop compensation to the occupiers and the evidence of such payment shall be submitted to the employer. An advance payment to the Contractor may be made for crop compensation. The payment for crop compensation to the Contractors shall be made only to extent of actual amount paid to the occupiers. The Contractor's rate for excavation from borrow areas shall include for the survey, measurement and administration of such compensation.

Payment for clearing grubbing and for the crop compensation shall be made for the following works:

- (a) In case of Command area Development works, area covered by excavation in the canal to carry out works as per Section 12 and area covered by embankment construction of Type A and B as per Section 13.
- (b) In case of Branch and Distributary Canals, area covered by excavation in the canal to carry out works as per Section 12 and area covered by embankment construction of Type A and B as per Section 13. No payment shall be made for carrying out Type C, D and E of embankment construction.
- (c) In case of Service Roads Construction no payment shall be made for excavation and all types of embankment construction.

SECTION 10 DEMOLITION OF EXISTING STRUCTURES

10.1 General Description

- A. This Specification Section covers the partial and complete demolition of existing structures constructed of concrete, brick, stone etc.

10.2 Demolition

- A. Existing structures shall be demolished as directed by the Employer's Representative. Where the structure interferes with the new construction, it shall be demolished completely. Where such structures are to be incorporated into the Works, such structures shall be partially demolished as specified below.
- B. Materials resulting from demolition which are suitable for reuse shall be considered as the property of the Employer and shall be salvaged. Sound brick and stone shall be neatly stockpiled at locations as directed by the Employer's Representative. Rubble resulting from demolition of concrete shall be stockpiled when directed by the Employer's Representative, for use in backfill, embankment, or for other purposes.
- C. Partial demolition of existing structures which are to be incorporated into the Works shall consist of the removal of all unsound portions of the structures, and other portions as directed by the Employer's Representative, as necessary to incorporate the remaining, sound portions into the Works. Care shall be taken to preserve the portions designated to remain in sound condition. Concrete structures shall be cut with a suitable saw to a depth of 40 mm before the cut-off portion is demolished, all unsound concrete which spalls when struck with a hammer shall be removed. All bricks and stones that are loose, and all bricks and stones set in unsound mortar shall be removed.

10.3 Measurement and Payment

Separate measurement for payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bill of Quantities or incidental to the Project. Accidental demolition of parts of structures designated to remain shall be repaired by the Contractor at his own expense.

SECTION 11 STRIPPING

11.1 General Description

This Specification Section covers stripping of topsoil and other unsuitable material, and the stockpiling or disposal thereof.

11.2 Stripping

- A. Stripping shall consist of the removal of all organic and unsuitable materials such as sod, topsoil and roots from embankment foundation, from areas where the excavated material is to be further used in embankments, from the base of all roads, from approved borrow areas within the right of way, and from all other areas as may be directed by the Employer's Representative.
- B. Materials from stripping which are suitable for topsoil shall be selected during stripping operations and stockpiled for further use if so directed by the Employer's Representative. Material not suitable for topsoil or other further use shall be disposed of in spoil banks according to the Employer's Representative's instructions.

11.3 Measurement and Payment

- A. Where indicated as an item in the Bill of Quantities stripping will be measured for payment by the square meter for the applicable schedule and shall include a depth of 0.20 m below original ground surface. Quantities for payment will be computed by direct measurement of areas stripped, and will include only the locations directed by the Employer's Representative. No measurement for payment will be made of over excavation and no allowance will be made for bulking or compaction or for work done outside the outer bank slopes. Payment will be made at the unit rates per square meter tendered therefore in the Bill of Quantities.
- B. Where the Bill of Quantities for a schedule does not include an item for stripping the top 0.20 m depth of excavation shall be measured for payment as excavation.

SECTION 12 EXCAVATION FOR IRRIGATION CANALS AND STRUCTURES

12.1 General Description

- A. This Specification Section covers excavation required for the construction and rehabilitation of irrigation canals, associated structures such as abutments, flumes, piers, and retaining walls and ancillary work such as drainage pipes.
- B. Excavation shall consist of excavation, removal and satisfactory disposal of all materials necessary for the construction of permanent works in accordance with the requirements of the Specification to the lines, grades and cross-sections shown on the Drawings or as otherwise directed by the Employer's Representative. This work shall include the hauling and stacking, or hauling to sites of embankment also the disposal of unsuitable materials in specified manner, dewatering and pumping, and the trimming and finishing of excavation lines to such widths, depths, levels and profiles as shown on drawings or to such other dimensions and levels as may be ordered by the Employer's Representative.

12.2 Classification of Materials

For payment purposes materials excavated shall be classified by the types of facilities or structures shown in the Bill of Quantities. The nature of materials such as clay, sand, rock, etc, will not be considered for payment purposes.

12.3 Construction Operations

- A. Preliminary Operations:
 - 1A. Prior to any excavation the work shall be set out as directed by the Employer's Representative.
 - 2A. Before commencement of excavation a survey of the existing ground levels shall be made by the Employer's Representative. The survey records shall serve as initial measurement for the determination of the final quantities of excavation performed under the Contract, and for related purposes.
 - 3A. Clearing and grubbing shall be performed in all excavation areas.
 - 4A. Stripping and storing of topsoil shall be performed as specified.
- B. General Requirements:
 1. All excavation shall be made in accordance with the provision stated herein or as directed by the Employer's Representative and to the grades shown on the Drawings or established by the Employer's Representative.
 2. Change of Slopes: During progress of the work it may be found necessary or desirable by the Employer's Representative to vary the slopes of excavation or the slopes of embankments and the dimensions dependent thereon, and the Contractor shall execute the work in accordance with these specifications. Any increase or decrease of quantities

excavated as a result of such variations shall be subject to the provisions stipulated for variations set forth in the Conditions of Contract.

3. **Sliding Material:** Materials which will not stand on the slopes shown on the Drawings or established by Employer's Representative, and materials which are a part of slides extending beyond the established lines of excavation which move into excavated areas, shall be removed by the Contractor in an approved manner, and the slopes shall be refinished to lines and grades established by the Employer's Representative. The Contractor shall be required to excavate potential slide areas beyond the limits of the originally staked excavation where, in the judgment of the Employer's Representative, such excavation is necessary to prevent damage to the work.
4. **Excavation Lines:** Where excavations are not to be covered by structures or other required construction, they shall be made to the full dimensions required and shall be finished to the neat lines and grades shown on the Drawings or to such other lines and levels determined by the Employer's Representative. All necessary precautions shall be taken to preserve the material below the lines of all excavation in the soundest possible condition. Any over excavation made for the convenience of the Contractor or for any purpose or reason, except as otherwise provided herein, shall be refilled and compacted by the Contractor at his expense as directed by the Employer's Representative.
5. **Use of Material:** It is anticipated that most of the materials from required excavation will be suitable for use in the construction required under the Contract. As far as practicable, all suitable materials shall be placed in the designated final locations directly from the excavation, except the backfill materials, which shall be placed in temporary stockpiles and later placed in the designated location. As determined by the Employer's Representative, all materials designated for use in compacted embankments shall be brought to the proper water content before and during excavation.
6. **Subsurface Water:** Part of the required excavation will be below the subsurface water level. Any lines of water levels shown on the Drawings can be considered as tentative information only. The Contractor shall not be entitled to derive any claim therefrom and he shall select his equipment and programme his constructional operations and the timing of these operations so as to complete the works to the satisfaction of the Employer's Representative.
7. **Surface Water:** The Contractor shall take all necessary precautions to protect the work from surface water by constructing provisional bunds, drains or similar means, or by pumping, as may be approved or directed by the Employer's Representative.
8. Whenever it becomes necessary during the course of the work to determine the volume of excavation in channels which are filled or partially filled with water, the Contractor shall furnish and maintain the required equipment for measuring and shall assist the Employer's Representative in making such measurements.
9. **Gravel:** Where gravel is encountered during excavation and such gravel is suitable for surfacing operations and maintenance or service roads or paths, or for further gravel lining, as may be determined by the Employer's Representative, the materials shall in so far as practicable be stockpiled along the right-of-way where designated by the Employer's Representative.
10. **Spoil Banks:** Excavated materials containing stumps, roots, vegetable matter and other objectionable materials and excavated materials that are not required for backfill, embankments and other permanent construction shall be placed in designated spoil banks in waste areas designated by the Employer's Representative. Spoil banks adjacent to the canal

embankments shall be continuous except for gaps at suitable intervals for transverse drainage as shown on the Drawings or as directed by the Employer's Representative. All spoil banks and waste areas shall be levelled and sloped to drain and trimmed to reasonably regular lines as shown on the Drawings or as directed by the Employer's Representative.

C. Rock Excavations:

1. Rock when encountered in the excavation shall be removed down to the foundation level or as otherwise indicated on the Drawings. Where, however, unstable shale or other similar materials are interfaced at the foundation level, these shall be excavated to the extent of 500 mm below the foundation level or as otherwise directed. In all cases, the excavation operations shall be so carried out that at no point on cut formation shall the rock protrude above the specified levels; provided, however, that a negative tolerance of 300 mm shall be permissible.
2. Slopes in rock cuts shall be finished to uniform lines corresponding to slope line shown on the Drawings or as directed by the Employer's Representative. Notwithstanding the foregoing, all loose pieces of rock on excavated slope surface which move when raised by a crowbar shall be removed.
3. Where blasting is to be used, the same shall be carried out as per instruction of Employer's Representative.

D. Slushy Soil Excavation:

1. The excavation of marshes and swamps shall be carried out as per the programme approved by the Employer's Representative.
2. Excavation of marshes shall begin at one end and proceed in one direction across the entire marsh immediately ahead of back filling. The method and sequence of excavation and back filling shall be such as to assure, to the maximum extent practicable, complete removal or displacement of all muck from within the internal limits called for on the Drawings or as stated by the Employer's Representative, and to the bottom of the marsh, firm support, or levels indicated.

E. Excavation for Surface Drains:

Where the Contract provides for construction of surface drains excavation for these shall be carried out in proper sequence with other works as approved by the Employer's Representative.

F. Preparation of Foundation:

1. Upon completion of the excavation of the lines and levels shown on the Drawings or directed by the Employer's Representative, the foundation shall be inspected by the Employer's Representative and the cut formation shall be prepared to receive the base course as directed by the Employer's Representative.
2. Where material in a poor state of compaction is encountered at the foundation level, the same shall be loosened to a depth of 500 mm and compacted in 250 mm thick loose layers in accordance with the requirements of Section 13. Any unsuitable materials encountered shall be removed at the discretion of the Employer's Representative.

3. The bottom of the foundation shall be levelled both longitudinally and transversely or stepped as directed by the Employer's Representative. Before placing the concrete, the surface shall be watered and rammed if necessary, but no standing water shall be permitted on the foundation. In the event of the foundation having been made deeper than that shown on the drawings or as otherwise ordered by the Employer's Representative, the extra depth shall be made up with concrete or masonry to the foundation grade at the Contractor's cost. Ordinary backfill shall not be used for the purpose of bringing the foundation to level.
4. When rock or other hard stratum is encountered, it shall be left free of all soft and loose material, cleaned out to a firm surface either level, stepped or serrated as directed by the Employer's Representative. All seams shall be cleaned out and filled with cement mortar or grout to the satisfaction of the Employer's Representative.

G. Finishing Operations:

1. Finishing operations shall include the work of properly shaping and dressing all excavated surfaces.
2. When completed, no point from the slopes shall vary from the designated slopes by more than 150 mm measured at right angles to the slope, except where excavation is in rock (hard or soft) where no point shall vary more than 600 mm from the designated slope. In no case shall any portion of the slope encroach on the finished lines of structures.
3. The finished cut formation shall satisfy the surface tolerance described elsewhere.
4. Where directed, the top soil removed earlier and stored shall be spread over cut slopes, embankments and other disturbed areas. Slopes may be roughened and moistened slightly prior to the application of topsoil in order to provide satisfactory bond. The depth of topsoil shall be sufficient to sustain plant growth, the usual thickness being 75 mm to 150 mm.

12.4 Excavation for Structures

- A. General: The bottom and the side slope of excavation upon or against which structures or other required constructions are to be placed shall be finished accurately to the Drawings and, if required by the Employer's Representative, shall be moistened with water and tamped or rolled with suitable tools or equipment for the purpose of forming a firm foundation.
- B. Over Excavation: If, at any point in the excavation, material is excavated beyond the established lines and grades, it shall be over compacted by tamping or rolling in layers not more than 15 cm thick at the Contractor's expense. Whenever the natural foundation material is disturbed or loosened because of the Contractor's excavation operation, it shall be consolidated by tamping or rolling, if required by the Employer's Representative, or shall be removed and replaced at the Contractor's expense with selected material which shall be thoroughly compacted.
- C. After excavation is completed, the Contractor shall inform the Employer's Representative to that effect and no footing, bedding material or structure shall be placed until the Employer's Representative has approved the depth and the suitability of foundation material. Rock and other hard foundation material shall be cleaned of all loose materials.
- D. Unsuitable Material: If, at any point in any structure excavation or excavation for other required construction, material unsuitable for foundations is encountered, as determined by the Employer's Representative, the Contractor shall, if so ordered by the Employer's Representative,

in writing, remove all such unsuitable material and refill with selected and approved materials thoroughly compacted by tamping or rolling in layers not more than 15 cm thick.

- E. **Stability of Excavation:** Excavation for structures shall be carried out to the lines necessary to permit the proper construction of the structure and the Contractor will be responsible for ensuring the stability of side slopes and for the provision of such timbering, shuttering or other support as he may deem to be necessary. The approval of the Employer's Representative shall not relieve the Contractor of his obligation to carry out all excavation in a safe manner.
- F. **Variation of Slopes:** During the progress of the work, it may be found necessary to vary the slopes of the dimensions of the Excavation from those shown on the Drawings or established by the Employer's Representative. Subject to the provisions set forth in the Condition of Contract, the Contractor shall not be entitled to additional allowance above the unit rates quoted for structure excavation in the Bill of Quantities or to any other variation of the applicable unit rate for excavation.

12.5 Excavation for Canals and Drains

- A. **Variation of Dimensions:** Canals, farm ditches, and drains shall be excavated (or rehabilitated) to the lines and grades shown on the Drawings, unless the Employer's Representative determines that the stability of the earth material (in which the canals, ditches, and drain will be constructed and which will form the banks) or other factors make it necessary or desirable during the progress of work to vary the slopes of embankment and the dimensions dependent thereon and so informs the Contractor in writing. Subject to the provisions set forth in the Conditions of Contract the Contractor shall not be entitled to the variation of the unit rates quoted for excavation of drains and canals in the Bill of Quantities in payment for such additional work.
- B. **Over Excavation:** Excavation in such a manner as to cause over excavation which in the opinion of the Employer's Representative is excessive will not be permitted. Canals, ditches, and drains shall be excavated to the full depth and width required and shall be finished uniformly to the prescribed lines and grades; provided that if the Contractor prefers to excavate under water that portion of the canal section may be over excavated to not more than 30 centimetres measured normal from the prescribed lines and grades; provided further that where the existing cross section of a canal or drain is exceeding the design section, refilling will not be required.
- C. **De-watering:** De-watering a canal, ditch, or drain for dry excavation will be permitted provided the measures taken by the Contractor have been approved by the Employer's Representative, and provided further that regardless of whether the canal, ditch, or drain is excavation dry or wet the Contractor shall not be entitled to a variation of the unit rates quoted for excavation of canals, ditches, and drains in the Bill of Quantities in payment for such work.
- D. **Interruption of Local Facilities:** Local facilities like irrigation channels, roads etc. are to be properly maintained in the case of their interference with works. The Contractor shall be responsible for maintaining the local facilities so that the services of such facilities are availed. The costs, if any, are to be borne by the Contractor.

12.6 Measurements and Payment

- A. **Measurement:**
 - 1. Excavation shall be measured by taking cross sections at suitable intervals in the original position before the work starts and after its completion and computing the volume in cubic

meters by the method of average and areas. Where it is not feasible to compute volumes by this method because of erratic location or isolated deposits, the volume shall be computed by other accepted method.

2. Where the Bills of Quantities includes an item for stripping in the schedule, measurement for payment for excavation will be computed from elevation 0.2 m below original ground level.
3. At the option of the Employer's Representative, the Contractor shall leave depth indications during excavation of such shape and size and in such positions as directed so as to indicate the original ground level as accurately as possible. The Contractor shall see that these remain intact until the final measurements are taken.
4. Excavation for canals, farm ditches, drains and structures shall be measured in cubic meters for the respective features, limited to the dimension shown on the Drawings or as otherwise directed by the Employer's Representative.

B. Payment:

Payment for the various types of excavation shall be made at the Contract unit rates tendered therefore in the Bill of Quantities. The Contract unit rates for the items of excavation shall include full compensation for the following operations:

- a. Site clearance where the Bill of Quantities contains no item for clearing and grubbing in the Schedule.
- b. Assistance in setting out profiles.
- c. Removal of boulders including loosening to required depth for the removal of surface boulders and other unsuitable materials if any back filling and compacting, if required.
- d. Excavation in all types of materials.
- e. Transporting the excavated material and depositing on the sides of embankments spoil banks or stacking as directed.
- f. Trimming bottoms and slopes of excavation.
- g. All labour, equipment, tools sheeting, bracing, drills, explosives and other incidental used to complete the work.

- C. Payment will be made under the applicable item of the Bill of Quantities for the excavation of the unsuitable foundation material, excavation of slide materials from slides which are beyond the control of the Contractor, and for refilling and compacting of such excavation as directed and approved by the Employer's Representative. Measurement and payment will be made under the applicable item of the Bill of Quantities for placing of backfill in such excavations. Cost of re-handling and transporting backfill material from stockpiles, if so required, shall be included in the unit rate tendered in the Bill of Quantities for backfill around structures.

- D. No Payment will be made for excavation made for the convenience to the Contractor for any purpose or reason, for over excavation or fill beyond the established lines and grades, and for removal of materials disturbed or loosened because of the Contractor's Operations.

SECTION 13 EMBANKMENTS AND BACKFILL

13.1 General Description

Embankment shall include the construction of all embankments for canals, drains, roads, river, structures and filling in other parts of works with suitable materials obtained from canals, drains, rivers and structure excavation or extracted from borrow areas.

All embankments shall be constructed to the lines and levels shown on the drawings or as directed by the Employer's Representative. The materials for embankment shall not contain any stump, brush, weed, root, clod, and matter that may decay.

Not less than fourteen (14) days before he intends to commence the work for furnishing the materials, the Contractor shall submit to the Employer's Representative for his approval the details of his proposed method of obtaining such materials from borrow pits within the borrow areas. The Contractor shall not commence any work necessary for furnishing the materials until the Employer's Representative's approval shall have been obtained.

13.2 Borrow Areas

The materials used for embankment shall be obtained from the sources as described in the Bill of Quantities. The Contractor shall arrange the borrow area showing its location on the drawings and request in writing its approval from the Employer's Representative. Upon approval thereafter, the Contractor shall pay to the owners of such borrow area, the cost of procurement of the materials from such privately owned areas as directed by the Employer's Representative, except the cost of furnishing the materials such as excavation of the materials, which shall be included in the rates in the Bill of Quantities.

Borrow pits shall be located in places approved by the Employer's Representative, but shall not be within a minimum of two (2) metres from the toe of a completed embankment, spur, guide bank or other works, and shall not be located on the proposed canal route or other works.

The borrow pits shall be cleared and grubbed as provided in Section 9 so that the excavated materials in the borrow pits shall not contain any stumps, brush, roots, weeds, turf and any matter that may decay.

As far as practicable the moisture content of materials shall be conditioned in the borrow pit before excavation, by irrigation into the borrow pit when moisture shall be introduced or by excavation of drainage or trenches for reducing excessive moisture.

Upon completion of the construction of all embankments, the Contractor shall restore all borrow areas in such a manner that the ground elevation of the restored borrow areas will be as same as the neighbouring

areas, so as not allow rain water to stagnate on borrow areas to the satisfaction of the owner of the borrow area and the Employer's Representative, or as otherwise directed by the Employer's Representative.

Except as provided otherwise, no direct payment will be made for preparatory operation and maintenance of borrow pits including clearing, stripping, excavation operations necessary to properly condition the material and any other works to furnish the embankment materials in the borrow areas. These costs shall be included in the appropriate unit rates for the embankment of which materials shall be obtained from the borrow areas from distances as specified in the Bill of Quantities.

The embankments for branch and distributary canals shall be constructed to the lines and grades shown on the drawings or established by the Employer's Representative.

13.3 Embankments

(a) General

The embankments shall be constructed to the lines and grades shown on the drawings or established by the Employer's Representative.

(b) Embankment Construction

Before the materials for the first layer of the embankment is placed, the foundation for the embankment shall be prepared as provided for in Section 9 hereof and shall be moistened or dried and compacted in the manner hereinafter specified for compacted embankment to be placed hereon.

The materials shall be deposited in horizontal layers and the thickness of each horizontal layer after compaction shall not be more than twenty (20) centimetres in any case. Embankments shall not be widened with loose material dumped from the top. All lumps and clods of heavy clay shall be thoroughly broken down by means of proper instruments and moisture control for materials shall be thoroughly made so as to secure high enough unit weight of embankment. Compaction shall not be permitted until the moisture content of the soil has been adjusted unless otherwise approved to within + 3% and – 3% from the optimum moisture content.

When the materials have been satisfactorily conditioned, they shall be compacted by pneumatic tired rollers, sheep foot rollers, tamping rollers, vibration rollers, vibration roller with pad foot, or mechanical tampers upon the Employer's Representative's approval. Where mechanical tampers are used to compact soils in confined areas, they shall be equipped with suitably shaped heads to obtain the required density.

Where placing and spreading operations will be carried out by hand methods, which deposits materials directly from excavation by human power with the Employer's Representative's approval, the materials shall be thoroughly compacted by mechanical tamper or other approved means after spreading the materials horizontally. The distribution of materials will be homogeneous and free from lenses, pockets, streaks or other discontinuities.

In normal circumstances, the dry density of the soil in the compacted material shall not be less than ninety (90) percent of the maximum dry density as determined by Standard Proctor Compaction Test for material being compacted with a probability of the maximum ten (10) percent failure except as otherwise directed by the Employer's Representative. In no case, however, shall the degree of compaction be less than 80 percent. The minimum number of samples for testing shall be as specified in Sub Section 12.7 hereof.

Embankment slopes after trimming work shall be compacted by mechanical tamper or approved means. The trimmed materials shall be spread on the outer slopes of the embankment unless otherwise specified or directed by the Employer's Representative. Compaction to a specified density for the spoil bank is not called for this disposed material, but materials to be disposed of shall be evenly spread over the slope to the satisfaction of the Employer's Representative.

(c) Measurement and Payment:

Measurement for payment of embankments shall be made of the materials in place to the prescribed lines, grades and dimensions shown on the drawing or as directed by the Employer's Representative. The extra filling to the embankment shall not be measured for payment.

13.4 Embankment for Command Area Development Works

(a) General

The embankment for Command Area Development works is classified into embankment Type A and B depending upon the source of materials and the haul distance as specified in Section 13 hereof and in the Bill of Quantities.

The embankment for Command Area Development works shall be constructed to the lines and grades shown on the Drawings or established by the Employer's Representative.

(b) Embankment Construction

Before the materials for the first layer of the embankment is placed, the foundation for embankment shall be prepared as provided for in Section 9 hereof and shall be moistened or dried and compacted in the manner hereinafter specified for compacted embankment to be placed hereon.

The materials shall be deposited in horizontal layers and the thickness of each horizontal layer after compaction shall not be more than twenty (20) centimetres in any case. Embankments shall not be widened with loose material dumped from the top. All lumps and clods of heavy clay shall be thoroughly broken down by means of proper instruments and moisture control for materials shall be thoroughly made so as to secure high enough unit weight of embankment. Compaction shall not be permitted until the moisture content of the soil has been adjusted unless otherwise approved to within + 3% and – 3% from the optimum moisture content.

When the materials have been satisfactorily conditioned, they shall be compacted by tamping rollers, vibration roller, vibration roller with pad foot, mechanical tampers or hand tampers upon the Employer's Representative's approval. Where mechanical tampers are used to compact soils in confined areas, they shall be equipped with suitably shaped heads to obtain the required density. Where hand tampers are used, the tamper shall be of iron or concrete of weight not less than 15 kg with a gravity fall of a minimum of 30 centimetres.

Where placing and spreading operations will be carried out by hand methods, which deposits materials directly from excavation by human power with the Employer's Representative's approval, the materials shall be thoroughly compacted by mechanical tamper, hand tamper or other approved means after spreading the material horizontally. The distribution of materials will be homogeneous and free from lenses, pockets, streaks or other discontinuities.

In normal circumstances, the dry density of the soil in the compacted material shall not be less than eighty eight (88) percent of the maximum dry density as determined by Standard Proctor Compaction Test for materials being compacted with a probability of the maximum ten (10) percent failure except as otherwise directed by the Employer's Representative. In no case shall the degree of compaction be less than 80 percent. The minimum number of samples for testing shall be as specified in Sub Section 12.7 hereof.

Embankment slopes after trimming work shall be compacted by mechanical tamper, hand tamper or approved means. The trimmed materials shall be disposed of on the outer slopes of the embankment unless otherwise specified or directed by the Employer's Representative. Compaction to a specified density for the spoil bank is not called for this disposed material, but materials to be disposed of shall be evenly spread over the slope to the satisfaction of the Employer's Representative.

In the event that the compaction of any stretch of the embankment is less than the required degree in normal circumstances but more than the minimum mentioned above, payment for the stretch of the embankment shall be made after deducting an amount as demonstrated below:

M = Required Degree of Compaction in normal circumstances

N = Actual Degree of Compaction Achieved

R = Unit rate of filling in Embankment which is taken higher of the unit rates quoted by the Contractor in the Bill of Quantity or the unit rate of the project in its rate analysis accompanying the Cost estimate.

Unit Rate of Deduction to be Applied (D) = $(1 - N/M) \times R$

Amount of Deduction = D x Measured Quantity

(c) Measurement and Payment

Measurement for payment of embankment for Command Area Development Works shall be made of the material in place to the prescribed lines, grades and dimensions shown on the drawing or as directed by the Employer's Representative. The extra filling to the embankment shall not be measured for payment.

Payment for embankments shall be made at the unit rate per cubic meter of the measured quantity, which unit rate shall include all cost of excavation, transportation of the excavated materials from the excavation sites or from the temporary stockpile including re-handling, if required, to place of final use, and the costs of placing materials in layers, furnishing water, moistening or drying the materials and compacting the materials as provided in this Section and trimming and compacting the slopes, including all cost of labour, materials and construction equipment.

13.5 Embankments for Service Roads

(a) General

The embankments for service roads shall be constructed to the lines and grades shown on the drawings or established by the Employer's Representative.

(b) Embankment Construction

Before the materials for the first layer of the embankment is placed, the foundation for embankment shall be prepared as provided for in Section 9 hereof and shall be moistened or dried and compacted in the manner hereinafter specified for compacted embankment to be placed hereon.

The materials shall be deposited in horizontal layers and the thickness of each horizontal layer after compaction shall not be more than twenty (20) centimetres in any case. Embankments shall not be widened with loose material dumped from the top. All lumps and clods of heavy clay shall be thoroughly broken down by means of proper instruments and moisture control for materials shall be thoroughly made so as to secure high enough unit weight of embankment. Compaction shall not be permitted until the moisture content of the soil has been adjusted unless otherwise approved to within + 3% and – 3% from the optimum moisture content.

When the materials have been satisfactorily conditioned, they shall be compacted by pneumatic tired rollers, sheep foot rollers, tamping rollers vibration rollers, vibration roller with pad foot, or mechanical tampers upon the Employer's Representative's approval. Where mechanical tampers are used to compact soils in confined areas, they shall be equipped with suitably shaped heads to obtain the required density.

Where placing and spreading operations will be carried out by hand methods, which deposits materials directly from excavation by human power with the Employer's Representative's approval, the materials shall be thoroughly compacted by mechanical tamper or other approved means after spreading the material horizontally. The distribution of materials will be homogeneous and free from lenses, pockets, streaks or other discontinuities.

The dry density of the soil in the compacted material shall not be less than ninety five (95) percent of the maximum dry density as determined by Standard Proctor Compaction Test for material being compacted with a probability of the maximum ten (10) percent failure except as otherwise directed by the Employer's Representative. The maximum number of samples for testing shall be as specified in Sub Section 13.7 hereof.

Embankment slopes after trimming work shall be compacted by mechanical tamper or approved means. The trimmed materials shall be disposed of on the outer slopes of the embankment unless otherwise specified or directed by the Employer's Representative. Compaction to a specified density for the spoil bank is not called for this disposed material, but materials to be disposed of shall be evenly spread over the slope to the satisfaction of the Employer's Representative.

(c) Measurement and Payment

Measurement for payment of embankments for service roads shall be made of the materials in place to the prescribed lines, grades and dimensions shown on the drawing or as directed by the Employer's Representative. The extra filling to the embankment shall not be measured for payment.

Payment for embankments shall be made at the unit rate per cubic meter of the measured quantity, which unit rate shall include all cost of excavation, transportation of the excavated materials from the excavation sites or from the temporary stockpile including re-handling, if required, to place of final use, and the costs of placing materials in layers, furnishing water, moistening or drying the materials and compacting the materials as provided in this section and trimming and compacting the slopes, including all costs of labour, materials and construction equipment.

13.6 Embankment/Backfill Around Structures

(a) Embankment Construction

Backfill/Embankments around structures shall be placed to the lines shown on the Drawings, as prescribed in this paragraph, or as directed by the Employer's Representative. The type of material used for backfill, the amount thereof, and the manner of depositing the material shall be subject to approval. So far as practicable, backfill material shall be obtained from material already moved. If material is not available from this source or from adjacent excavations, additional material shall be obtained from approved sources.

Backfill around or on sides of the following structures or portions of structures, shall be compacted to slopes shown on the drawings from the top of the concrete walls, provided that where the structure is located in compacted embankment, the backfill shall be compacted to the elevation prescribed for the adjacent compacted embankment.

- Regulators and check structures
- Escape channel and bridge over it.
- Open transitions at the ends of all structures.
- Cut and cover conduits
- Cross drainage works

To avoid interference with the construction of abutments, walls or return walls, the Contractor shall, at points to be determined by the Employer's Representative, suspend work on embankments forming approaches to such structures, until such time as the construction of the latter is sufficiently advanced to permit the completion of approaches without the risk of interference or damage to the works.

Unless directed otherwise, the filling around structures shall be carried out independent of the work on the main embankment. The fill material shall not be placed against any abutment or wing wall unless permission has been given by the Employer's Representative, but in any case, not until the concrete or masonry has been in position for 14 days. The embankment shall be brought up simultaneously in equal layers on each side of the structure to avoid displacement and unequal pressure. The sequence of work in this regard shall be approved by the Employer's Representative.

All material used for backfilling shall not be an organic soil or highly plastic clay having plasticity index and liquid limit more than 20 and 40 respectively when tested according to IS:2720 (Part V). The fill material shall be deposited in horizontal layers not exceeding 20 centimetres in loose thickness and compacted thoroughly.

Where the provision of any filter medium is specified behind the abutment, the same shall be laid in layers simultaneously with the laying of fill material.

Where it may be impracticable to use power rollers or other heavy equipment, the compaction shall be carried out by mechanical tampers or other methods approved by the Employer's Representative. Care shall be taken to see that the compaction plant does not hit or come too close to any structural member so as to cause any damage to them or excessive pressure against the structure.

In placing and compacting backfill or embankments adjoining concrete pipes or small structures, sufficient material shall be carefully placed and compacted in layers equally along the sides of the pipes or structures in order to firmly establish line and grade before placing and compacting the adjoining embankment. The Contractor shall be responsible for any damage to structures caused by his operation in placing or compacting embankments or backfill material adjoining to structures, and shall repair damage to the full satisfaction of the Employer's Representative. Construction traffic shall not use the prepared surface of the embankment without the prior permission of the Employer's Representative. Any damage arising out of such use shall, however, be made good by the Contractor at his own expense.

(b) Measurements and Payment

Earth embankment and backfill construction shall be measured by taking cross sections at intervals in the original position before the work starts and after its completion and computing the volumes of earthwork in cubic meters by the method of average end areas.

Filter gravel behind abutments shall be measured and paid for as separate item of work, in position in cubic meters.

The Contract unit rates for the items of embankment and backfill construction shall include the following:

- i) Setting out;
- ii) Compacting original ground;
- iii) Scarifying or cutting continuous horizontal benches 0.3 m wide on side slopes of existing embankment or slopes as applicable;
- iv) Compaction to specification requirements;
- v) Shaping and dressing top and slopes of the embankment and backfill including rounding off corners;
- vi) Working on narrow widths off embankment;
- vii) Restricted working of embankment;
- viii) Restricted working at sites of structures;
- ix) Excavation in all soils from designated borrow areas and transporting the materials to embankment site within all lifts and loads not exceeding 50 m unless otherwise provided for in the Contract, and
- x) All labour, materials tools, equipment and incidental necessary to complete the work to the Specification.

13.7 Field Embankment Test

The field embankment tests shall be made in such a manner as to obtain the optimal passage number of compaction equipment in relation to the thickness of layer after spread to attain the highest dry density of the embankment after compaction, and to obtain the allowable moisture content range of the materials.

No separate payment shall be made for the field embankment tests. All costs of furnishing materials, labour, construction equipment and executing the field embankment test shall be included in the unit rates for applicable embankment items in the Bill of Quantities.

The Contractor shall carry out the control tests on fill materials as required in the Specification as and when required by the Employer's Representative. Tests required are:

- Specific Gravity Test
- Moisture Content Test
- Grain Size Analysis
- Liquid limit
- Plastic Limit
- Compaction Test
- Field Density Test

As an approximate average, a compaction, specific gravity test, grain size analysis and plastic index will be required per 4,000 cubic metres of filling materials.

The Contractor shall provide the necessary equipment, labour and transport equipment for carrying out the sampling and testing in the Project Laboratory. The soil samples shall be stored and tested at the Project Laboratory under the supervision of the Employer's Representative.

SECTION 14 REVETMENTS, LAUNCHING APRONS AND SPURS

14.1 General Description

This Specification Section covers revetments, launching aprons and spurs by box gabion with the thickness specified in drawings.

14.2 Materials

- A. Rock fill for box gabion shall be sound, hard, durable, and fairly angular in shape (in all directions). Stone subject to marked deterioration by water or weather shall not be used.
- B. All stones shall be taken from approved sources. The stones shall be fine boulders or rock, quarrying of granite, quartzite, or similar materials having a specific gravity of at least 2.4 and a compressive strength of at least 400 kg/cm²
- C. Fill material shall be durable rock of minimum density 2400kg/cu.m. The grading of the material shall be such that the minimum particle size shall exceed the maximum size of the gabion mesh opening, and a maximum particle size of 200mm. The grading shall comply with Class 6G material specification as stated in Clause 12.3.B.
- D. Rock fill stones must hand packed, to create sufficient interlocking and minimize voids, and not placed with machines.
- E. The material for filters shall consist of sound gravel, stone or brick ballast and coarse sand. For a single layer filter the compacted thickness of the filter shall not be less than 150 mm. For a multi-layer filter, the compacted thickness of each layer filter material shall not be less than 115 mm.
- F. Gabions
 - a. The galvanized iron wire shall fulfil the specification of IS-16014-2012-2, MoRTH Section 2500, EN-10223-3 and ASTM A975.
 - b. The Minimum weight of Zinc coating per unit area of uncoated wire surface shall be as given below:

Nominal diameter of wire (mm)	2.2	2.7	3.0	3.4	3.9
Nominal weight of coating gm/cm ²	240	260	275	275	290

- c. The wire used for the manufacturing of the gabions and mattresses shall be annealed mild steel with an average strength of 380 - 500 N/mm² and shall be galvanized before weaving.
- d. Gabions and mattresses shall consist of heavy galvanized and zinc coated mild steel wire as per IS-16014-2012-2, MoRTH Section 2500, EN-10223-3 and ASTM A975.
- e. The detail of manually woven gabion mesh, diameter of wire, salvage wife and lacing wire shall be as follows:

Mesh shape	Hexagonal Mesh			Rectangular Mesh	
Mesh type	10 X 12	8 X 10	6 X 8	10 X 10	15 X 15
Nominal Mesh size , D (mm)	100	80	60	100	150
Mesh wire diameter mm/SWG	3.25/10	3.25/10	2.64/12	3.25/10	4.06/8
Edge/Selvedge wire diameter	4.06/8	4.06/8	3.25/10	4.06/8	4.87/6
Lacing wire diameter mm/SWG	2.64/12	2.64/12	2.03/14	2.64/12	2.64/12
Tolerances in Size of Gabion Boxes	Gabion boxes (H, W & L) \pm 3%, mesh opening 16 % to - 4 %,				

- f. The detail of mechanically woven gabion mesh, diameter of wire, salvage wire and lacing wire shall be as follows:

Mesh type	10 X 12			8 X 10		6 X 8	
Nominal Mesh size , D (mm)	100			80		60	
Tolerances	+ 16 % to - 4 %						
Mesh type 10x12; D in mm =100							
Wire Type	Zn coated		Zn- Al alloy coated		Zn + PVC Coated	Zn - Al alloy + PA6	
Mesh wire diameter mm	2.70	3.00	2.70	3.00	2.70 / 3.70	2.70 / 3.70	
Edge/Selvedge wire diameter mm	3.40	3.90	3.40	3.90	3.40 / 4.40	3.40 / 4.40	
Lacing wire diameter mm	2.20	2.40	2.20	2.40	2.20 / 3.20	2.20 / 3.20	
Tolerances in Size of Gabion Boxes	Gabion boxes (Height, Width & Length) ± 5%,						
Mesh type 8x10; D in mm =80							
Wire Type	Zn coated		Zn- Al alloy coated		Zn + PVC Coated	Zn - Al alloy + PA6 Coated	
Mesh wire diameter mm	2.70	3.00	2.70	3.00	2.70 / 3.70	2.70 / 3.70	
Edge/Selvedge wire diameter mm	3.40	3.90	3.40	3.90	3.40 / 4.40	3.40 / 4.40	
Lacing wire diameter mm	2.20	2.40	2.20	2.40	2.20 / 3.20	2.20 / 3.20	
Tolerances in Size of Gabion Boxes	Gabion boxes (Height, Width & Length) ± 5%,						
Mesh type 6x8; D in mm =60							
Wire Type	Zn coated		Zn- Al alloy coated		Zn + PVC Coated	Zn - Al alloy + PA6 Coated	
Mesh wire diameter mm	2.20		2.20		2.20 / 3.20	2.20 / 3.20	
Edge/Selvedge wire diameter mm	2.70		2.70		2.70 / 3.70	2.70 / 3.70	
Lacing wire diameter mm	2.20		2.20		2.20 / 3.20	2.20 / 3.20	
Tolerances in Size of Gabion Boxes	Gabion boxes (Width & Length) ± 5%, Height ± 10%						

- g. The end panels in Box gabions should be mechanically connected with the main body at the manufacturing site by selvedging both to a common selvedge wire in such a way to prevent the separation of the end panel from main body even in extreme conditions Before placing any orders for gabion baskets, the Contractor shall submit for the Engineer's approval, full details of the baskets he proposes to use.

14.3 Laying Gabions

Laying Wire Mesh Gabions:

- Before placing in position, the gabions shall be stretched to their full size and shall be wired at all edges.
- Each row of gabions shall be wired to the adjoining row at the top and bottom edges and at the corners.
- Each gabion shall be carefully packed by hand with stone so placed as to minimize voids.
- The Top layers of stones shall be placed with their flattest sides uppermost to provide a smooth surface for placing the lid. The gabions shall be filled 25 mm above the top so that the lid can be tightly stretched over the stone. The lid shall be wired all round.
- Adjoining rows of gabions shall first be part filled to ensure that the sides of the mesh do not bulge.
- Care must be taken that the gabions are not distorted during filling.
- Gabions and mattresses shall be placed on top of a filter fabric. In no case will it be allowed to place gabions and mattresses directly in contact with the soil.

14.4 Measurement and Payment

The protection works shall be measured as set forth below:

- a. If directed by the Engineer for measurement the materials may have to be stacked at site before laying and nothing extra will be paid to the Contractor for this stacking.
- b. The wire mesh gabions (boulders and wire crates) will be measured in cubic meters.
- c. The gabion rock fill and filter aggregate will be measured separately in cubic meters for each class of material.
- d. Preparation of base for laying the flooring shall be deemed incidental to the work.
- e. For laying apron, excavation up to an average depth of 20 cm shall be deemed to be included in the main item and shall not be measured separately unless otherwise specified.

14.5 Payment

- a. The tender price quoted per cubic metre of wire mesh gabions shall include the cost of all materials, labour tools and paint for completing the works according to the Specification. Excavation up to an average depth of 20 cm shall also be deemed to be included in the rate as dressing of the bed. Excavation beyond this depth shall be paid separately unless otherwise specified.
- b. The tender price quoted per cubic metre of filter or stone/boulder pitching, (riprap) shall include the cost of preparing the bases, putting to the profiles, laying and compacting the filter and stone or boulder pitching for embankment slopes to the specified thickness lines, curves, slopes and levels and all labour and materials as well as tools and plant required for the work.

SECTION 15 GEOTEXTILES

15.1 General

Geotextiles are used as filters beneath gabions and reno mattresses to provide for the transmission from the fine-grained subgrade soil to the large opening sizes in the revetment.

15.2 Material

Geotextiles shall be non-woven fabric made of 100% polypropylene continuous fibre, spun-bonded with the exclusion of glues or welds.

Material shall comply with the following requirements:

- Minimum tensile strength = 9.5 KN/m
- Minimum trapezoidal tear = 225 N
- Minimum vertical water flow 50 mm head = 110 mm/s
- Minimum apparent opening size (AOS) = 0.27 mm

15.3 Installation

Geotextiles shall be supplied in rolls or folded.

Geotextiles shall be laid in accordance with the lines and grades shown in the Drawings.

Panels must be unrolled transversely to the bank and the overlapping area should be at least 0.3 m wide. Installation shall be made proceeding from downstream to upstream, against the flow direction.

The geotextile must be carefully anchored at the top, at the bottom and at the edges of the revetment in order to avoid possible erosion. Anchoring shall be made bending downwards the geotextile in order that a minimum earth cover of 50 cm shall be provided for a width of 30 cm.

15.4 Measurement and Payment

Geotextiles shall be measured in square metres in accordance to the lines and grades shown in the Construction Drawings.

Payment shall be made according to the appropriate Contract List Price and shall include overlaps and anchorings not shown in the Construction Drawings.

SECTION 16 TURFING WITH SODS

16.1 General Description

This Specification Section covers furnishing and laying of live sod of perennial turf forming grass on embankment slopes, or other locations shown on the Drawings or as directed by the Employer's Representative.

16.2 Material

- A. The sod shall consist of dense, well-rooted growth of permanent and desirable grasses, indigenous to the locality where it is to be used, and shall be practically free from weeds or other undesirable matter. At the time sod is cut, the grass on the sod shall be free of debris.
- B. Thickness of the sod shall be as uniform as possible with approximately 5–8 cm of soil covering the grass roots depending on the nature of the sod, so that practically all the dense root system of the grasses is retained in strips of uniform width, not less than about 25 cm x 30 cm in size but not so large that it is inconvenient to handle and transport these without damage. During wet weather, the sod shall be allowed to dry sufficiently to prevent tearing during handling. During dry weather, it shall be watered before lifting to ensure its vitality and prevent the dropping of the soil in handling.

16.3 Construction Operation

- A. Preparation of the Earth Bed:
 1. Unless otherwise specified, the work shall be taken up as soon as possible following construction of the embankment, provided the season is favourable for establishment of the sod.
 2. The area to be sodded shall have been previously constructed to the required slope and cross section. Soil on the area shall be loosened, freed of all stones larger than 50 mm diameter, sticks, stumps and any undesirable foreign matter, and brought to a reasonably fine granular texture to a depth of not less than 25 mm for receiving the sod.
 3. Where required, top soil shall be spread over the slopes; prior to placing the top soil the slopes shall be scarified to a depth of 10–15 cm. The top soil shall be spread to a depth which after settlement will provide the required nominal depth shown on the Drawings. Spreading shall not be done when the ground is excessively wet.
 4. Following soil preparation and top soiling, where required by the Employer's Representative, fertilizer and ground limestone shall be spread uniformly at the rate directed by the Employer's Representative. After spreading, the materials shall be incorporated in the soil by discing or other means to the depths shown on the drawings.
- B. Placing the Sods:

1. The prepared sod bed shall be moistened to the loosened depth, if not already sufficiently moist, and the sod shall be placed thereon within approximately 24 hours after the same has been cut. Each sod strip shall be laid edge to edge such that the joints caused by abutting ends are staggered. Every strip after it is snugly placed against the strips already in position shall be lightly tamped in position, to eliminate air pockets and pressed into the underlying soil.
2. On side slopes steeper than 2 to 1, the laying of sod shall be started from bottom upwards.
3. At points where water may flow over a sodded area, the upper edges of the sod strips shall be turned into the soil below the adjacent area and a layer of earth placed over this followed by its thorough compaction.

C. Staking the Sods:

Where the side slope is 2 to 1 or steeper and the distance along the slope is more than 2 meters, the sods shall be staked with pegs or nails spaced at approximately 50 to 100 cm along the longitudinal axis of the sod strips. Stakes shall be driven approximately plumb through the sods to be almost flush with them.

D. Top Dressing:

After the sod has been laid in position, the surface shall be cleaned of loose sod, excess soil and other foreign material. Thereafter a thin layer of top soil shall be scattered over the surface as top dressing and the area thoroughly moistened by sprinkling with water.

E. Watering and Maintenance:

1. The sods shall be watered by the Contractor for a period of at least four weeks after laying. Watering shall be done as to avoid erosion and prevent damage to sodded areas by wheels of water tanks.
2. The Contractor shall erect necessary warning signs and barriers, repair or replace sodded areas failing to show uniform growth of grass or areas that are damaged by his operations, and shall otherwise maintain the sod at his cost until final acceptance.

16.4 Measurement and Payment

- A. Turfing with sods shall be measured as finished work in square meters, measured along the slope.
- B. The tender price quoted for turfing with sods shall include payment in full for carrying out all the required operation explained above including compensation for furnishing all the materials to be incorporated in the Works; and all labour, tools, equipment and incidentals to complete the work in accordance with the Specification, except that fertilizer and ground limestone when required by the Employer's Representative shall be paid for in accordance with the variations and provisions of the Conditions of Contract.

SECTION 17 GRAVEL SURFACED ROADS

17.1 General

This Section refers to the surfacing of canal roads. The earthworks for the roads shall be in accordance with the requirement of Section 13 of the Specification except where otherwise provided herein.

Various terminologies related with surface road construction shall have the following definitions:

"Sub-grade" means the zone immediately below the pavement.

"Pavement" means any part or all of the construction comprising base course and surface course

"Base Course" means the material which is placed on the compacted sub-grade to form the lower part of the pavement.

"Surface Course" means the material placed over the base course to form the wearing surface.

"Shoulders" means the fill placed either side of the wearing surface above the base course.

17.2 Tolerances

- (i) The surface level of the layer making up the road shall be constructed to the levels and lines shown on the drawings or ordered by the Employer's Representative within the following limits:

	Above required Level	Below required Level
Surface Course	15 mm	15 mm
Base Course	10 mm	10 mm
Sub-grade	20 mm	20 mm
Side slopes from positions shown on the drawing	0.15 m to one side or other	
Centre-line of roads	0.25 m to one side or other	

- (ii) Where any tolerances are exceeded, the Contractor shall determine the full extent of the area which is out of tolerance and shall make good the surface of the pavement course or formation as follows:

If the formation level is too high, it shall be retrimmed and recompact as specified. If the formation level is too low the deficiency shall be corrected by the addition of suitable material of the same classification or other approved by the Employer's Representative laid and compacted to Specification.

The layer shall be scarified to a depth of 75 mm, reshaped with material added or removed as necessary and recompact all to the Specification.

17.3 Grade and Alignment Control

Grade and alignment control stakes shall be supplied, set and maintained by the Contractor subject to checking by the Employer's Representative in order that the work shall conform to the lines, grades and cross-sections shown on the drawings or ordered by the Employer's Representative. The stakes shall be set in rows on and parallel with the centreline of the roadway and spaced so that string lines may be stretched between them.

Curve radii, super elevation profiles and vertical and horizontal transitions shall be as shown on the drawings or as directed by the Employer's Representative.

17.4 Works to be Kept Free of Water

The Contractor shall make prior arrangements for the rapid removal of any water which may fall on or be discharged into the site of roadworks under active construction or in a partially completed state.

The Contractor shall provide where necessary temporary drains, pumps or other means of maintaining the roadworks free from water. Such provision shall include forming the embankments in such a manner that their surfaces have at all times a sufficient cross fall to enable them to shed water. The Contractor shall ensure that there is no ponding of water adjacent to the road and side drains.

17.5 Sub-grade

Materials for sub-grade shall be excavated from road side drains or from approved borrow areas or be excess material from excavation in cut to sub-grade level. All unsound material shall be removed from the sub-grade, which shall then be compacted in accordance with the requirement for road embankment in Section 13.

The sub-grade once it has been finally compacted, shaped and approved, shall be protected and kept well drained. Storage or stockpiling of materials or contractor's equipment on the formation shall not be permitted.

Traffic shall be permitted to pass over the compacted sub-grade only with the approval of the Employer's Representative. Use of prepared sub-grade by Contractor's equipment or public traffic which will damage or cause the sub-grade to deteriorate will not be permitted and the Contractor shall, at his own expense, repair any soft spots or any damage caused by his operations or by public traffic.

17.6 Base Course

Base course shall be natural river sand and gravel mixture of consistent grading and strength with the following properties:

The base course material shall have following textural gradation:

Nominal Maximum Size 3"

BS Sieve	% Passing by weight
3"	100
2"	85–100
3/8"	37–75
3/16"	25–60
No. 7	20–50
No. 36	10–30
No. 200	0–15

The base course shall only be constructed provided that the underlying layer conforms to the requirements specified for the layer concerned. Immediately before placing the material, the underlying layer shall be checked for any damage or deficiencies which shall be made good.

The Contractor shall arrange his sequence of transporting, spreading and compacting the pavement so that segregation is avoided and the required compacting is achieved over the full width. Before commencing work the Contractor shall submit his proposals for the working and compaction of road materials to the Employer's Representative for approval. Contractor's equipment for compaction may consist of sheep foot roller, rubber tyre or vibrating rollers or other suitable plant which will compact the respective materials to their specified densities and as approved by the Employer's Representative.

17.7 Surface Course

The material for the surface course shall consist of a well graded crushed stone or natural river gravel, free from vegetable matter, lumps of clay or other deleterious substances. The material shall conform to the particle size distribution given hereunder:

Sieve Size (mm)	% Passing
37.5	100
20.0	80–100
10.0	55–80
5.0	40–60
2.36	30–50
0.60	15–30

All clay lumps shall be excluded but dust or powdered silt shall be added in controlled amounts to achieve the required grading and plasticity modulus.

The surface course shall only be constructed provided that the underlying base course layer conforms to the requirements specified for the layer concerned. Immediately before placing the material, the underlying layer shall be checked for any damage or deficiencies, which shall be made good.

The Contractor shall arrange his sequence of transporting, spreading and compacting the pavement, so that segregation is avoided and the required compaction is achieved over the full width. Before commencing work, the Contractor shall submit his proposals for the working and compacting of road materials to the Employer's Representative for approval. Contractor's equipment for compaction may consist of sheep foot roller, rubber tyre or vibrating rollers or other suitable plant which will compact the respective materials to their specified densities and as approved by the Employer's Representative.

17.8 Inspection, Sampling and Testing

While the construction work is in progress, regular inspection, sampling and testing of the Sub-grade base course and surface course shall be carried out by the Contractor under supervision of the Employer's Representative.

Five samples, for each 500 m length of road or as determined by the Employer's Representative, shall be taken for determining field density. The field density shall not be less than ninety five (95) percent of the optimum dry density determined by Standard Proctor Compaction Test in the Laboratory for the material being compacted. The cost of such tests shall be born by the Contractor.

The Compacted base course and surface course shall have a surface smoothness such that waves and irregularities do not exceed 10 mm in 3 m as measured against straight edge, for surface course and 15 mm in 3 m for base course.

The compacted base course and surface thickness shall not be less than that shown on the drawings. Any areas of the compacted base course or surface course having a compacted thickness or smoothness less than those specified shall be corrected by scarifying the surface, adding approved material, reshaping, re-compacting and finishing as specified and approved by the Employer's Representative. Skin patching an area without scarifying the surface to permit proper bonding of the added material will not be permitted.

17.9 Measurement and Payment

Measurement for payment for base course and surface course shall be made of the materials in place to the prescribed lines, grades and dimensions shown on the drawings or as directed by the Employer's Representative to the required degree of compaction.

The volume shall be measured by taking the area of the compacted course at regular interval of 30 m or as directed by the Employer's Representative and following average end area method. The thickness shall be measured by making holes into the compacted layer at three points at each cross-section; two on the sides and one at the centre. The average thickness so measured shall be taken as the thickness of the compacted layer. Alternatively, the thickness can also be determined by taking the differences in the level before and after the construction of the layer in consideration.

Payment for base course and surface course shall be made at the unit rate per cubic meter of the respective item in the Bill of Quantities. The unit rate shall include all cost for preparation of formation, selection of materials, supply control of moisture content and compaction in layers as specified for pavement and shoulder materials; testing and forming to tolerances.

SECTION 18 CONCRETE CONSTRUCTION

18.1 Scope

- A. This Specification Section includes furnishing all materials and production, transportation, placing, finishing, curing, repair and protection of all concrete, grout used in connection with the concrete work, and grout, mortar or concrete used for setting in equipment which is a part of this Contract.
- B. All concrete required to be used for structures to be constructed under the Contract and for all related purposes and as may be required by the Employer's Representative, shall consist of the materials herein specified and shall be according to the Drawings and the requirements stated herein. The stipulations and requirements herein set forth shall apply except when such stipulations are specifically modified by the Employer's Representative for any particular item of the work. Any stipulations and requirements not specified herewith shall conform to IS or BS standards.

18.2 Storage and Handling Cement

- A. The Contractor shall provide suitable storage for cement at approved places convenient to the work. The cement shall at all times be carefully protected against moisture and exposure. Cement store house shall be weather tight, shall have close fitting floors set at a height of at least 30 cm above ground, shall be large enough to maintain a sufficient supply of cement on hand to prevent delays or interruptions to the work and shall have sufficient floor space to store each truck load of cement separately and affording convenient access thereto for sampling, counting of sacks and removal. The height shall be limited to one meter when the storage period is expected to be longer than 60 days.
- B. To prevent undue aging of sacked cement after delivery, the Contractor shall use sacked cement in the chronological order in which it was delivered on the job. Each shipment of sacked cement shall be stored so that it may readily be distinguished from other shipments. All condemned sacks shall be promptly disposed of or marked by means approved by the Employer's Representative.

18.3 Class and Grade of Concrete

- A. General:

All structural concrete shall conform to the appropriate class and grade for strength and exposure conditions of the appropriate IS or BSS standards.

- B. Unreinforced Concrete for Foundation and Floor Slabs and other structural Parts (M10, M15 and M20):

Furnish forms and place foundation concrete as specified. Concrete shall be placed in sections according to the construction drawings or as specified by the Employer's Representative. Contraction joints shall not be the subject of separate payment items. Construction joints in the foundation slab shall be only allowed if directed by the Employer's Representative. On connection to walls, water stops shown on the Drawings or as specified by the Employer's Representative shall be cast into the fresh concrete. Visible concrete surfaces shall be finished in fair-faced concrete. This item includes the construction of all recesses, block outs and voids.

C. Concrete Mixes:

Concrete shall consist of cement, graded aggregate and water thoroughly mixed and completed to provide the strengths as IS Code detailed below:

	<u>Nominal max size</u> of Aggregates	<u>Nominal Mix Ratio</u> of aggregate (by Vol)	<u>Grade, Compressive</u> <u>Strength (N/mm²)</u>
A	38mm	1:1:2	M25,25
AA	10mm	1:1:2	M25,25
B	38mm	1:1.5:3	M20,20
BB	19mm	1:1.5:3	M20,20
C	38mm	1:2:4	M15,15
CC	19mm	1:2:4	M15,15
D	38mm	1:3:6	M10,10
DD	19mm	1:4:8	M10,10

The mix proportions shown in the table above are given as a guide to the mixes ordinarily needed to achieve the specified strengths. The actual mix designed after tests will depend upon the closeness of control which the contractor is prepared to exercise in production and upon the quality of the materials which will be obtained. The contract rates included in the Bill of Quantities for all types of concrete are to allow for any additional cement which may be required to achieve the specific strengths and to produce a dense impermeable and stable concrete.

Preliminary trial mix design of concrete will be carried out by the Contractor in the presence of the Employer's Representative to determine the design mixes which will satisfy the specification with the available materials. These mixes will be designed with due regard for the workability necessary to allow the contractor to place and compact the concrete with the equipment he proposes to use in any particular situation.

D. Water Cement Ratio:

The water cement ratio for the various types of concrete shall be determined by the preliminary tests and in no case shall the water ratios used be allowed to exceed those determined by the preliminary tests.

The contractor shall be required to have knowledge of the moisture content of all sand and coarse aggregate as they reach the mixer and shall make such adjustments to the mix, as are necessitated by changes in the moisture content of all aggregates.

18.4 Composition

- A. Unless otherwise specified and/or approved by the Employer's Representative, concrete shall be composed of Portland cements and aggregate and water as specified, well mixed and brought to the proper consistency.
- B. Grout shall be composed of Portland cement, sand and water all proportioned and mixed to the consistency approved by the Employer's Representative. A non-shrink compound may be required by the Employer's Representative where this is deemed necessary, in which case an extra payment shall be agreed upon between the Employer's Representative and the Contractor.
- C. For non-structural concrete and blinding, the proportion of Portland cement to sand and aggregate shall not be less than 1 to 8 by volume. The minimum weight of cement in each cubic meter of concrete placed shall be 225 kg.
- D. For structural concrete the "Design Mix" shall be used. The "Design Mix" will be established from the test mixes to attain the stipulated characteristic strength. The minimum quantity of cement in each cubic meter of concrete placed shall be 325 kg.
- E. The proportion in which various ingredients are to be used shall be as determined and approved from time to time during the progress of the works and tests made of the aggregates and the resulting concrete. The mix proportion and the appropriate water/cement ratio will be determined on the basis of producing concrete having suitable impermeability, durability, workability and required strength without the use of an excessive amount of water or cement. The new water/cement ratio of the concrete (inclusive of the water within or absorbed by the aggregate) shall not exceed 0.54 by weight for structural concrete, and not exceed 0.66 by weight for other classes. Tests for the concrete will be made by the Employer's Representative and the mix proportions shall be changed whenever necessary for the purposes of securing the required economy, workability, density, impermeability, durability or strength, and the Contractor shall not be entitled to additional compensation because of changes.
- F. Additives: Plasticizers, waterproofing compounds and the other additives will not be used unless approved in writing by the Employer's Representative.
- G. The Contractor at his expense shall provide the Employer's Representative with such equipment and activities as may be necessary for procuring and testing representative samples of the concrete or cement to the satisfaction of the Employer's Representative.

- H. The frequency of the tests shall be determined by the Employer's Representative on the basis of placement rate and the structure, but not more often than necessary to make sure that the concrete being placed conforms to the Specification and the design requirements.

18.5 Materials for Concrete

A. Portland Cement:

The Portland cement shall conform to the IS Code or equivalent.

B. Concrete Reinforcement Steel:

The Contractor-furnished steel reinforcement bars shall conform to IS Code or equivalent.

C. Water:

The Water in the concrete, mortar and grout shall be free from objectionable quantities of silt, organic matter, alkalis sulphates, and other impurities. The water to be used in all concrete, mortar and grout will be subject to the approval of the Employer's Representative.

18.6 Aggregate

A. General:

All aggregate materials to be used for the Contract and for all related purpose, and as may be required by the Employer's Representative, shall consist of materials herein specified and the requirements set forth herein shall apply except where such stipulations and requirements are specifically modified by the Employer's Representative for any particular item of work.

B. Handling and Stockpiling:

1. The Contractor shall excavate as required, load, transport, unload, handle and stockpile sand and aggregates as required to perform the construction of the Works and structures herein. All methods employed by the Contractor for unloading, loading, handling and stockpiling of sand and aggregates and the location and arrangement of all stockpile areas shall be subject to the approval of the Employer's Representative.
2. The Contractor shall clear and evenly grade for drainage all sites destined for stockpiling and shall handle stockpiling operations of sand and aggregates so that the segregation and breakage will be kept to a minimum and that stockpiled materials will not be contaminated with soil or other foreign material due to surface floods of ground water.
3. The Contractor will be required at his own expense to reprocess any sand or aggregates which may become segregated or contaminated due to improper stockpiling and lack of adequate protection as directed by the Employer's Representative.

4. The Contractor shall conduct all stockpiling operations in such a manner as to deposit all materials directly in final position in the stockpiles and in layers of not more than 1.5 meter height. Sand and aggregates shall not be moved from place to place in the stockpiles except as superficial levelling may be necessary to provide suitable road-ways for trucks in placing successive layers, and the Contractor shall provide effective means to prevent breakage of aggregates caused by trucks operating over stockpiles. Dumping over the ends or sides of the stockpiles will not be permitted.

C. Sand:

1. All natural sand required for the construction of the works shall be furnished by the Contractor and may be obtained from river deposits or other approved natural sources. If natural sand is obtained from sources not owned or controlled by the Employer, the Contractor shall make all necessary arrangements with the source owner and shall pay all rentals or other costs connected therewith.
2. Samples: The Contractor shall submit to the Employer's Representative, for preliminary tests and approval of the material, a representative sample of about 15 kg of natural sand proposed for use at least 14 days before use of such materials is required. Approval by the Employer's Representative of sources of natural sand shall not be construed as constituting approval of all materials taken from the sources, and the Contractor shall be responsible for the specified quality of all such materials used in the work.
3. The deposit of natural sand shall be cleared by the Contractor of all vegetation and other objectionable matters, and all unsuitable soil, sand and gravel shall be removed. The deposit shall be developed and operated so as not to detract from the usefulness of the deposits. The materials shall be screened and washed as necessary to produce natural sand meeting the requirements set forth herein.
4. Cleanliness and Quality: Sand or fine aggregates shall be clean and free from clay lumps, soft and flaky particles, alkali, organic matter, loam, mica and injurious amounts of deleterious substances. The sum of percentages of all deleterious substances must not exceed 5% by weight. Sand shall be sharp, cubical, hard and durable. Loss of fine aggregate subject to five cycles of sodium sulphate soundness test shall not exceed 5 percent.

5. Fine Aggregates:

Fine aggregate shall be natural sand or sand derived by crushing gravel or stone and shall be free from coagulated lumps; sand derived from stone unsuitable for coarse aggregate shall not be used as fine aggregate. The following grading shall be taken for general guidance.

Percentage Weight Passing B.S. Sieves

B.S. 410 Test Sieve	Grading Zone 2
5.52 mm	100
4.76	91-100
2.40	75-100

1.20	55-90
1.60	35-59
0.30	8-30
0.15	0-10

6. All natural and blended sand will be subject to testing by the Employer's Representative to determine whether the sand produced conforms to the requirements of the specification. The Contractor shall furnish, without charge, such assistance as the Employer's Representative may require in obtaining representative samples for testing purposes and in inspecting plant facilities and operations of the Contractor. The Contractor shall at his expense furnish the Employer's Representative with all the equipment needed in order to make above tests and analysis.

D. Coarse Aggregate:

Coarse Aggregate shall be crushed or uncrushed gravel or crushed stone. The pieces shall be angular or rounded in shape and shall have granular or crystalline or smooth (but not glossy) non-powdery surfaces. Friable, flaky, and laminated pieces of mica shall only be present in such quantities as not to affect adversely the strength and durability of the concrete. The nominal sizes of the coarse aggregate shall be 38 mm to 5 mm in structural Concrete and well graded to the satisfaction of the Employer's Representative.

The coarse aggregates are required to conform to the specifications and if, when tested by the Employer's Representative, they do not meet the specified grading requirements, the Contractor shall re-screen or process the materials, at his own cost, to the extent necessary to produce aggregates to the satisfaction of the Employer's Representative.

The following grading shall be taken for general guidance percentage by weight passing 85 sieves:

B.S. 410	Normal Size of graded aggregate	
	38 mm to 5 mm	19 mm to 5 mm
76.20	100	0
63.05	0	0
38.10	95.00	100
19.5	30.00	95.00
12.70	0	0
19.50	10.35	22.55
4.66	0.5	0.10

18.7 Batching

The Contractor shall provide such means and equipment as are required accurately to determine and control the amount of each separate ingredient entering the concrete mix. Such means and the equipment and its operation shall at all times be subject to approval of the Employer's Representative. All dry materials entering the mixer shall be measured by weight or calibrated volume boxes.

18.8 Mixing

- A. The concrete ingredients shall be mixed in a batch mixer or portable mixer for not less than 1 ½ minutes after all ingredients (except for the full amount of water) are in the mixer. The mixing time will be increased where the batch mixer exceeds a capacity of 1.5 m³. The Employer's Representative reserves the right to increase the mixing time when the charging and mixing operations fail to produce a concrete batch throughout which the ingredients are evenly distributed and consistency uniform. The concrete shall be uniform in composition and consistency from batch to batch except when changes in composition, consistency are required. Water shall be added prior to, during and following the mixer charger operations. Excessive overmixing requiring the addition of water to preserve the required concrete consistency will not be permitted.
- B. Hand mixing of concrete will not be permitted, except that the Employer's Representative may approve such operations for small size concrete works upon request of the Contractor.
- C. Truck mixers will be permitted only when the mixers and their operation are such that the concrete throughout the mixed batch and from batch to batch is uniform with respect to consistency and grading. Any concrete retained in truck mixers so long as to require additional water to permit satisfactory placing shall be discarded at the expense of the Contractor.
- D. Any mixer that at any time produces unsatisfactory results shall be repaired. Mixers in centralized batch and mixing plants shall be arranged so that mixing action in the mixers can be

observed from a location convenient to the mixing plant operator's station. Mixers shall not be loaded in excess of their rated capacity unless specifically authorized.

18.9 Formwork (Shuttering and Centering)

A. Design and Material:

Forms shall conform to the various shapes, lines, grades, and dimensions of the concrete structures as shown on the Drawings or as determined by the Employer's Representative. The material to be used and the design of the forms shall be subject to approval by the Employer's Representative before the construction of the forms is started; provided however that such approval will not relieve the Contractor from his responsibility for the adequacy of the forms or from his obligation to remedy any defects which may develop or become apparent with use of the forms. The Employer's Representative may at any time condemn any sections of forms found deficient in any respect, and the Contractor shall promptly remove the condemned forms from the work and replace them at his expense. Drawings showing the general design and dimensions for forms for structures need not be submitted by the Contractor to the Employer's Representative for approval unless the Employer's Representative orders such submission.

B. Form Constructions:

1. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. Forms shall be of metal, of metal lined timber, plywood lining, tempered pressed wood lining, or of smooth planed boards, in good condition as required to produce the surface finish specified herein.
2. The surface of concrete exposed to view on completion of the works shall be fair faced. The forms for such surfaces may be made of metal and shall be true in every respect to required shape and size and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete. All forms on waterway surfaces shall be planed and cleaned to eliminate marks in so far as it is practicable. Suitable and effective means shall be provided in the construction of forms for holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridge line offsets or similar surface defects in the finished concrete. Forms when erected shall be grout tight. Only in specific cases, where it requires smoothing of the corners and curves, wooden forms shall be allowed upon the approval by the Employer's Representative.

C. Surface Treatment:

Adequate and suitable means for removing the forms without injury to the surface of the finished concrete shall be provided. Before concrete is placed, the surface of the forms shall be oiled with commercial form oil that will effectively prevent sticking of the concrete to the forms and will not stain the concrete. Bond breaking materials or processes shall be used only after approval by the Employer's Representative. Care shall be taken in applying oil to avoid contact with reinforcing steel with resulting loss of bond.

D. Chamfering:

Chamfer strips shall be placed in the corners so as to produce bevelled edges on permanently exposed concrete surfaces. Interior angles on such surfaces and edges at formed joints will not require bevelling unless requirement for bevelling is so indicated on the Drawings.

E. Centering:

Forms shall be properly secured in position so as to prevent floating or other movement during the placing of concrete. They may be supported during placement of concrete on concrete piers, metal pedestals or by other approved means. Form supports shall be carried to firm foundation so that no settlement of the forms will be possible during construction.

18.10 Fabrication and Cleaning Reinforcing Steel

- A. Reinforcement bars before being placed shall be free from loose mill scale rust, oil, grease and any coatings that will destroy or reduce the bond. When after placing there is delay in placing the concrete, the steel bars shall be re-inspected and cleaned when required by the Employer's Representative.
- B. The steel bars shall be accurately bent and formed to the dimensions indicated on the Drawings included herein or on the approved reinforcing steel detail drawings.
- C. The steel bars shall not be straightened or be bent in a manner that will injure the material. Bars with kinks or bends not shown on the Drawings shall not be used. All bars shall be bent cold. Heating of the bars for bending will be permitted only if the entire operation is approved by the Employer's Representative.

18.11 Placing of Reinforcement

- A. General: Reinforcement bars shall be accurately positioned as shown on the Drawings and secured against displacement by using iron wire ties or suitable clips at intersections, and shall be supported as required by concrete or metal supports. Supports for horizontal reinforcement shall be used so that there will be no sagging of the bars or mesh. Where portions of the supports will be exposed on concrete surfaces designed to receive a smooth finish, the supports shall be made of non-corrodible metal.
- B. Cover: The minimum concrete cover to reinforcement shall be 30 mm or as specified by the Employer's Representative, but in no case will the minimum concrete cover be less than 1.5 bar diameters. Bars shall be bent and fixed with suitable spacers to ensure that the minimum cover is maintained. The ends of tying wires shall be bent inwards or cut off so as to have 30 mm minimum concrete cover.

- C. The minimum distance between parallel bars shall be 25 mm, but in no case be less than 1.5 times the maximum size of the coarse concrete aggregate, unless particular instruction are given by the Employer's Representative.

18.12 Splicing

When it becomes necessary to splice reinforcement bars at points other than shown on the Drawings, for floors, walls and columns the minimum overlaps of splices shall be thirty times the steel diameter of the larger bar and shall be subject to approval of the Employer's Representative.

18.13 Preparation for Placing of Concrete

- A. No concrete shall be placed until all form work, reinforcement, installation of parts to be embedded, bracing of forms and preparation of surfaces necessary before placing have been approved by the Employer's Representative. No concrete shall be placed in water without the written permission of the Employer's Representative, and the method of depositing the concrete shall be subject to his approval. Concrete shall not be placed in running water until the concrete has sufficiently hardened. All surfaces of forms and embedded materials that have become encrusted with dried mortar or grout from concrete previously placed shall be cleaned of all such mortar or grout before the surrounding or adjacent concrete is placed.
- B. Cleaning of Surface: Immediately before placing concrete, all surfaces upon or against which the concrete is to be placed shall be free from standing water, mud, debris or loose material. The surfaces of absorptive materials against or upon which concrete is to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.
- C. Blinding Course: Where shown on the Drawings or where required by the Employer's Representative, the Contractor shall lay a blinding course of non-structural concrete. The surface of the blinding course shall be finished to the dimensions shown on the Drawings and shall be dense and smooth. No concrete shall be placed on the blinding course until at least 24 hours after laying. No structural concrete shall be placed against the ground without either form work or blinding.
- D. Construction Joint Surfaces: Concrete surfaces upon or against which concrete is to be placed, and to which new concrete is to adhere, and which have become so rigid that the new concrete cannot be incorporated integrally, are defined herein as "construction joints". The surfaces of construction joints shall be clean and moistened before being covered with fresh concrete or mortar. Cleaning shall consist of the removal of all loose or defective concrete coatings or foreign material. The surface of construction joints shall be cleaned by wet sandblasting, scraping, chipping or other approved methods and then washed thoroughly (e.g. with high pressure air-water jets) to the satisfaction of the Employer's Representative immediately prior to placement of fresh concrete. All pools of water shall be removed from the surface of construction joints before placing of the following concrete layer.
- E. Placing Equipment: Concrete shall be compacted, except when the Employer's Representative decides otherwise, with the help of concrete vibrators of approved type and capacity.

Transporting concrete inside the forms with the help of vibrators will not be allowed. Before placing of any concrete the Contractor shall present to the Employer's Representative for approval the list of all equipment available for the particular pour of concrete, including number, capacity and the state of repair of the said equipment. The methods and equipment used for transporting and placing of concrete will be such that concrete having the required composition and consistency will be delivered to and placed into the work, without objectionable segregation or loss of slump.

18.14 Placing of Concrete

- A. Concrete shall be placed only in the presence of the Employer's Representative or his authorised representative. After the surface has been prepared satisfactorily, surfaces or construction joints upon which new concrete is to be placed, shall be flushed with a coat or neat cement grout or covered with a layer of mortar approximately 3 cm thick. The mortar shall have the same proportion of cement and sand as the regular concrete mixture, unless otherwise directed. The water-cement ratio of the mortar shall be suitable for placing and working in the manner herein specified. The mortar shall be spread uniformly and shall be worked thoroughly into all irregularities of the surfaces. Concrete shall then be placed immediately upon the fresh mortar. In placing concrete against formed construction joints, special contact with the surface of the joints shall be achieved by careful puddling and spading with the aid of suitable tools.
- B. Retempering of concrete will not be permitted. Any concrete which has become so stiff that proper placing cannot be assured shall be discarded and no payment will be made to the Contractor for such wasted concrete. Concrete shall be deposited in all cases as nearly as practicable directly in its final position and shall not flow in a manner to permit or cause segregation. Excessive separation of coarse aggregates in concrete, caused by allowing the concrete to fall freely from too great a height or at too great an angle from the vertical, or to strike the forms or reinforcement steel, will not be permitted and where such separation would otherwise occur, the Contractor shall provide suitable drop chutes and baffles to confine and control the falling concrete.
- C. Except as intercepted by joints, all formed concrete shall be placed in continuous horizontal layers, the depths of which generally shall not exceed 50 cm. The Employer's Representative reserves the right to require lesser depths of layers where concrete in 50 cm layers cannot be placed in accordance with the requirements of this specification. All intersections of construction joints with concrete surfaces which will be exposed to view shall be made straight and level or plumb, unless otherwise shown on the Drawings as ordered by the Employer's Representative.
- D. Large Blocks: In placing Concrete in large thick exposed areas the Contractor shall maintain the exposed area of fresh concrete at the practicable minimum by first building up the concrete to full width of structures and to full height of the lift over a restricted area at one end of the structure and then continuing in similar progressive stages across the structure and then continuing in similar progressive stages to the full area of the structure. The slope formed by the unconfined edges of concrete shall be kept as steep as practicable in order to keep its area to a minimum. Concrete along these edges shall not be vibrated until adjacent concrete in the layer is placed except that it shall be vibrated immediately when conditions are such that the concrete

- will harden to the extent that later vibrations will not fully consolidate and integrate it with more recently placed adjacent concrete. Clusters of large aggregate shall be scattered before new concrete is placed over it. Once placement of concrete has commenced in a structure, placement shall not be interrupted, unless adequate construction joints can be made.
- E. Rain: Concrete shall not be placed during rains sufficiently heavy or prolonged to wash mortar from coarse aggregate on the slopes of the placement. During such rains mortar should not be spread on construction joints and diluted mortar already spread shall be removed and replaced before continuing with the work.
- F. Buckets: Concrete buckets where used shall be capable of promptly discharging the low-slump concrete mixes specified and the dumping mechanism shall be designed to permit the discharge of as little as 0.35 m³ portions of the load in one place. Buckets shall be suitable for attachment to and use of drop chutes where required in confined locations.
- G. Concrete around Openings: If concrete is placed monolithically around openings having vertical dimensions greater than 60 mm, and if concrete in decks, floor slabs, beams, girders or other similar parts of structures is placed monolithically with the concrete of structures, the following instructions shall be strictly observed;
1. Placing of concrete shall be delayed from one to three hours at the top of openings and at the bottom of bevels under decks, floor slabs, girders or other similar parts of structure members when bevels are not specified, but in no case shall placing be delayed so long that the vibrating unit will not readily penetrate of its own weight into concrete placed before the delay. When consolidating the concrete placed after the delay, the vibrating unit shall penetrate and vibrate the concrete placed before the delay.
 2. The last 60 cm or more of concrete placed immediately before the delay shall be placed with as low slump as practicable and special care shall be exercised to effect thorough consolidation of the concrete.
 3. The surface of concrete where delays are made shall be clean and free from loose and foreign material when concrete is started after the delay.
 4. Concrete placed over openings and in decks, floors, beams, girders and other similar parts of structures shall be placed with as low a slump as practicable and special care shall be exercised to effect thorough consolidation of concrete.
- H. Consolidation: Each layer of concrete shall be consolidated to the maximum practicable density, so that it is free from pockets of aggregates and closes snugly against all surfaces of forms and embedded materials. In consolidating each layer of concrete, the vibrating head of the vibrator shall be allowed to penetrate and revibrate the concrete in the upper portion of the underlying layer. All concrete for major structures shall be consolidated with electric or pneumatic power driven immersion type vibrators, operating at speeds of at least 7,000 revolutions per minute when immersed in the concrete. Hand consolidation, using slice bars, may be employed for minor structures at the Employer's Representative's direction. Additional layers of concrete shall not be placed until the layers previously placed have been compacted thoroughly as specified. Equipment used for consolidating the concrete shall be subject to the approval of the Employer's Representative.

- I. Plum concrete of following grades and specification will be used as directed by the Engineer. The concrete specification will be as per this section, for the corresponding grades. The boulder shall be washed properly prior using in the plum concrete and shall not be exceed 250mm maximum dimension.

Type	Mass concrete	Boulder
Plum Concrete M15	M15 -40%	60%
Plum Concrete M10	M10-40%	60%

18.15 Temperature of Concrete

The temperature of concrete when it is being placed, in general, shall not be more than 30°C. When the temperature is high, the concrete shall be mixed at the job site and be placed immediately after mixing. If the weather conditions are such that the temperature rise above + 32°C, the contractor shall take the necessary steps to keep the concrete temperature below that specified above (e.g. placing of concrete during the night).

18.16 Removal of Forms

- A. The time and method of removal and moving of forms shall be subject to approval by the Employer's Representative, and this work shall be done with care so as to avoid injury to the concrete. No loading on "green" concrete will be permitted. As soon as the forms are removed, the surface of the concrete shall be carefully examined and any irregularities in the surface shall be immediately repaired to the satisfaction of the Employer's Representative.
- B. In general, the minimum time between placing of the concrete and the removal of forms shall be two days for unloaded walls and other side forms, seven days for supporting walls and conduits, and 14 days for bridge decks.

18.17 Curing of Concrete and Protection of Surfaces

- A. All concrete shall be cured by water or by white pigmented sealing compound, as hereinafter specified. The Employer's Representative shall have the right to determine which type of curing shall be used by the Contractor in the different portions of the work in order to prevent damage.
- B. Concrete cured with water shall be kept wet for at least fourteen consecutive days immediately following placement, beginning as soon as the concrete has hardened sufficiently to prevent damage. Curing shall consist of covering the exposed concrete surfaces and the forms with water saturated material or a system of perforated pipes, mechanical sprinklers or porous hose, or by any other approved method which will keep all surfaces to be cured continuously (not periodically) wet. Water used for curing shall meet the requirements of the Specification for water used for mixing concrete.

- C. Exposed surfaces of all concrete, except surfaces of concrete coated with white pigmented sealing compound, shall be protected against direct access of sun rays for at least the first three days after placing. Such protection shall be made effective as soon as practicable after the removal of the forms. The Contractor shall protect all concrete against injury until final acceptance by the Employer's Representative.

D. Testing of Irregularities:

1. Finishing and repair of concrete surfaces shall be performed only by skilled workmen and in the presence of the Employer's Representative. Concrete surfaces will be examined by the Employer's Representative where necessary to determine whether surface irregularities are within the limits hereinafter specified.
2. Surface irregularities will be classified as "abrupt" or "gradual". Offsets caused by displaced sheeting or lining of form sections or by loose knots or otherwise defective form lumber will be considered as abrupt irregularities and will be tested by direct measurement.

All other irregularities will be considered as gradual irregularities and will be tested by use of a template, consisting of a straight edge or the equivalent thereof for curved surface. The length of the template will be 1.5 m for testing of formed surfaces and 3 m for testing of unformed surfaces.

- E. Finishing of Formed Surfaces: Finishing of formed surfaces shall consist of filling all recesses larger than 5 mm, or which have been caused by removal of form ties, and grinding or filling as necessary to produce surfaces with no abrupt irregularities exceeding 6 mm and no gradual irregularities exceeding 13 mm. Before acceptance of the work, the Contractor shall clean all exposed surface of unsightly encrustation and stains.

- F. Sloping of Unformed Surface: Interior unformed surfaces shall be sloped for drainage where shown on the Drawings or as directed by the Employer's Representative. Surfaces which will be exposed to the weather shall be sloped for drainage. Unless the use of other slopes on normally level surfaces is indicated on the Drawings or directed by the Employer's Representative, narrow surfaces such as tops of walls and curbs shall be sloped approximately 20 mm per metre of width; broader surfaces such as platforms and decks shall be sloped approximately 10 mm per metre.

- G. Finishing of Unformed Surfaces: Clauses of finish for unformed surfaces shall be as follows:

1. Unformed surfaces that will be covered by backfill or by concrete shall be finished by sufficient levelling and screening to produce an even uniform surface. Surface irregularities measured as described in paragraph D above shall not exceed 1.9 cm.
2. A hard steel trowel finish shall be applied to unformed surfaces that will be subjected to the action of flowing water. Bridge deck surfaces which are subject to pedestrian or vehicular traffic shall be given a standard light broomed finish. Floating and trowelling may be performed by use of hand or power driven equipment. Floating and trowelling shall be started as soon as the screened surface has stiffened sufficiently and shall be the minimum necessary to produce a surface that is free from screed marks and is uniform in texture.

Surface irregularities, measured as described in paragraph D above shall not exceed 6 mm, no trowel marks or abrupt irregularities will be permitted. Joints and edges shall be tooled.

H. Repair of Concrete Surface:

1. If, after stripping of forms, any concrete is found to be not formed as shown on the Drawings or is out of alignment of level or shows a defective surface, it shall be considered as not conforming with the intent of the specification and shall be removed and replaced by the Contractor within 72 hours of concrete age at his expense unless the Employer's Representative grants permission to patch the defective area, in which case patching shall be performed as described in the following paragraphs and subject to further detailed instruction as the Employer's Representative may consider necessary.
2. Defects that require replacement or repair are those that consist of honeycombs, damage due to stripping of forms, loose pieces of concrete, bolt holes, tie-rod holes, ridges at formed joints, and bulges due to movement of the forms.
3. Ridges and bulges shall be removed by chipping or tooling followed by rubbing with a grinding stone.
4. Honeycombed and other defective concrete shall be chipped out, the chipped openings being sharp-edged and shaped so that the filling will be keyed in place. All holes shall be thoroughly moistened for 24 hours before the filling is placed. The surface or the filling shall be finished flush with the surrounding concrete surface and shall have the same texture. All patches shall be cured as specified above for concrete, and to the satisfaction of the Employer's Representative.
5. Imperfections, bolt and tie-rod holes, and the chipped out honeycomb areas to be repaired, shall be filled with dry patching mortar composed of one part of Portland cement and two parts of regular concrete sand (volume measurement) together with a non-shrink patching compound approved by the Employer's Representative, in the amount specified by the manufacturer, and just enough water, so that after the ingredients are thoroughly mixed the mortar will stick together on being moulded into a ball by slight pressure of the hands and will not extrude free water. Mortar repairs shall be placed in thin layers and thoroughly compacted by suitable tools. Care shall be taken in filling rod, bolt and pipe holes so that the entire depths of the holes are completely filled with compacted mortar.
6. Where concrete be exposed to view, the mortar shall be made to match the colour of concrete by substituting white Portland cement in the required amount for a portion of the regular cement. When, in the opinion of the Employer's Representative, the extent of the imperfections in structures exposed to view is such that patching alone would not produce a surface of satisfactory appearance the Contractor will be required to give such surfaces, as well as adjacent surfaces a sack rubbed mortar finish in accordance with the Employer's Representative's instructions.

18.18 Joints in Concrete

A. General

Joints shall only be formed in the positions shown on the Drawings or approved by the Employer's Representative. Construction, contraction and expansion joints shall be formed to the details shown on the Drawings and as specified herein, and from the specified materials.

B. Construction Joints

Whenever concrete is placed on or against previously placed concrete which has become so hard that the new concrete cannot be monolithically compacted therewith, the resulting place of separation shall be defined as a construction joint.

Where the locations of construction joints have not been shown on the Drawings then the Contractor shall decide the locations of construction joints to suit the concreting programme. The positions of construction joints shall be to the approval of the Employer's Representative, which shall be obtained before any concreting takes place. The Contractor shall submit to the Employer's Representative drawings showing the positions of constructions joints. Construction joints shall be located so that in conjunction with the programme for concreting, the effects of shrinkage and temperature are minimized. Construction joints shall be formed in straight lines at right angles to the general direction of the member and shall take account of shear and other stresses, and as far as is practical shall be located at points of least shear. Construction joints shall be formed with clean sharp arises.

Construction joints shall be formed using rigid shuttering or other approved method, with joint lines at exposed surfaces of concrete being straight and continuous, plumb, level or inclined. Before placing new concrete against that which has already set, the surface shall be cleaned over the full section to leave a sound irregular clean surface free from laitance, loose and foreign matter by green cutting using an air/water jet, by chipping or other approved means.

C. Contraction Joints

Contraction joints shall be as located and detailed on the Drawings. The joints shall be made by forming with smooth forms the concrete on the side of the joint and allowing it to set before placing concrete on the other side of the joint. The concrete surface on one side of each joint shall be given two coats of approved bitumen before the concrete on the other side of the joints is placed. Water stops shall be placed in the joints in accordance with the Drawings.

D. Expansion Joints

Expansion joints shall be constructed in the locations and to the details shown on the Drawings. Preformed joint filler, bond breaker and joint sealing compound and water stops, dowel bars and bitumen coating shall be placed in the joints in accordance with the Drawings.

E. Installation of Joint Sealer

The Contractor shall prepare the surface of the joint and shall fill or caulk the recess completely with the joint sealer strictly in accordance with the manufacturer's instructions. The application of joint sealer shall not be commenced without the Contractor having first obtained the approval of the Employer's Representative.

Where a polysulphide joint sealer is used an approved bind breaker shall be provided between the joint filler and the sealer.

18.19 Water Stops and Elastomeric Bearing Pads



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- A. Rubber or uPVC water stops approved by the Employer's Representative shall be placed in joints of structures as shown on the Drawings. The Contractor shall furnish all water stops, including rubber plugs, gum rubber, rubber cement, bolts, nuts, washers and other articles required for construction of the joints. The Contractor shall make all splices, joints and bonds, and shall fabricate any special intersections in accordance with the Drawings or as directed by the Employer's Representative.
- B. All joints, splices, bonds and intersections shall be made in strict accordance with the manufacturer's printed instructions using material approved by the manufacturer, and shall be formed to produce strong, sound and watertight joints.
- C. The Contractor shall take suitable precautions to support and protect the water-stops during the progress of the work, and to ensure their proper incorporation in the Works.
- D. Elastomeric bearing pads shall be neoprene, bonded in laminations by vulcanising to metal plates to prevent extrusion under load. Class of material shall have had at least five years successful usage as bridge bearing pads. Thickness and dimensions shall be as shown on the Drawings.

18.20 Measurement and Payment

- A. No separate payment will be made for handling cement or for formwork (shuttering and centering), contraction joints, fine concrete topping or grout, and all costs in connection therewith shall be included in the prices quoted for the various types of concrete.
- B. Expansion joint material and elastomeric bearing pads will each be measured for payment by the square metre. Quantities for payment will be determined by direct measurement of the joint material and bearing pads in place.
- C. Payment for expansion joint material and elastomeric bearing pads will each be made at the unit price per square metre; except in case where the Bill of Quantities do not show expansion joint material in the Schedule, such material shall be included in the price for concrete.
- D. Water stops will be measured for payment by the linear metre. Quantities for payment will be determined by direct measurement of the water stop in place.
- E. Payment for Water stops will be made at the unit price per linear metre; except in cases where the bills of quantities do not show Water stops in the Schedule, such material shall be included in the price for concrete.
- F. Concrete will be measured for payment by the cubic metre. Quantities for payment for formed concrete and slabs will be computed from the line, grades and dimensions shown in BOQ. Concrete used as backfill of holes and other areas directed by the Employer's Representative will be measured for payment at the mixer.

- G. Concrete will be paid for at the respective unit prices per cubic metre quoted; except that where backfill concrete is required due to fault for negligence of the Contractor such concrete will be at the Contractor's expense.
- H. Payment for plum concrete of required grade will be made at the unit rate per cubic metre quoted in the BOQ. The unit rate shall include the cost of all labour and materials required in the construction, including furnishing, and handling concrete and stones and exclude the costs of furnishing and placing concrete forms.
- I. No separate payment will be made for the Sampling and Testing of concrete.

18.21 Measurement and Payment of Reinforcing Steel

Measurement for payment for furnishing and placing reinforcement bars will be made only of the weight of the bars placed in the concrete in accordance with the Drawings or as directed by the Employer's Representative. Payment for furnishing and placing reinforcement bars will be made at the Contract rate per kg in the Bill of Quantities, which contract rate shall include the cost of furnishing reinforcement bars, furnishing and attaching wire tied and metal supports of use, and of delivering unloading, hauling, storing, sorting, cutting bending, cleaning, placing and securing and maintaining in position all reinforcement bars as shown on the Drawings or as directed by Employer's Representative.

Payment for handling and installing Employer furnished Steel reinforcing Bars will be made at the unit price per kg quoted therefore in the Bill of Quantities which price shall include full compensation for furnishing labour, tools, equipment, and incidentals, and for doing all the work involved in handling, cutting, bending and placing the bar reinforcing steel, complete in place as shown or directed.

18.22 Concrete Sampling and Testing

All samples shall be random samples, taken in the presence of the Engineer, moulded and cured and tested in accordance with the requirements of IS: 1199. The compressive strength of the concrete shall be based on the compression testing of 150 mm concrete cubes, made and tested in accordance with IS-516.

The Contractor shall establish a system for regular sampling and testing of concrete to the approval of the Employer's Representative. Samples shall be taken from randomly selected batches of each class of concrete used in the Works, and at approximately equal intervals throughout the placement. Where more than one mixer is in use, sampling shall be from each mixer in turn. Rates of sampling and testing shall generally be as directed by the Employer's Representative. Higher rates of sampling and testing may be used at the start of the Works to establish the quality quickly or during periods of production when quality is in doubt.

The Contractor shall provide the necessary equipment, labour and transport for carrying out the sampling and testing in the Laboratory. The concrete test cubes shall be stored and tested at the Site Laboratory under the supervision of the Employer's Representative.

Records of concrete sampling and testing shall be kept by the Contractor and forwarded to the Employer's Representative within 24 hours of sampling and testing. Samples for testing shall be taken at the point of discharge into the Works.

The Employer's Representative may direct the non-destructive test to the contractor for the completed portion of the concrete work as necessary. No separate payment will be paid for such tests.

SECTION 19 BRICK WORK

19.1 General

All Brick, brick lining, brick paving and brick masonry required to be constructed under the Specification and for all related purposes and as may be required by the Employer's Representative shall consist of the materials herein specified. The stipulation and requirements herein set forth shall apply to all brickwork, except when such stipulations and requirements are specifically modified by the Employer's Representative for any particular item of work.

19.2 Materials

- A. All brick supplied or used for the works shall conform to the requirements of Indian Standards for brick or such other standards as the Employer's Representative may determine.
- B. The earth material used for manufacturing the bricks shall be carefully selected and shall be of good firm loam or clay. The material shall be free from objectionable quantities of lime, gravel, coarse sand, roots, or other organic matter, and saline deposits.
- C. Bricks shall be classified as follows:
 1. Handmade Burnt Bricks:
 - (a) First class bricks shall be thoroughly burnt without being vitrified, shall be regular and uniform in space and size with sharp and square edges, paralleled faces and of deep red or copper colour. They shall be homogeneous in texture and emit a clear ringing sound when struck, and shall be free from flaws, cracks, chips, stones and nodules of lime. The average compressive strength of five representative bricks shall be not less than 10 kg/cm²
 - (b) Second class bricks shall be as well burnt as first class bricks, or slightly over-burnt, and shall give a clear ringing sound when struck. Slight irregularities in size, shape of colour will be accepted, but not such which may give irregular or uneven courses when used. The average compressive strength of five representative bricks shall not be less than 8 kg/cm²
 2. The Bricks shall be tested dry and flat-wise: first class bricks should not absorb more than 15 percent of their weight.
- D. Lime: lime shall be ordinary lime conforming to the requirement of the IS standards.
- E. Portland cement: The Employer will furnish Portland cement conforming IS Code or British standards Institute specification BS 12.
- F. Special Cement: Special cement shall conform to the applicable standards.

- G. Sand: Sand for mortar used in the construction of brick lining, brick paving masonry etc. shall be furnished by the contractor in accordance with provision of and in complete conformity with the stipulations and requirements for sand specified in Section 17.
- H. Water: The water used for the preparation of mortar shall be free from objectionable quantities of silt, organic matter, alkali, sulphates and other salts and other impurities, and will be subject to approval of the Employer's Representative.
- I. Brick to be used in brickwork with mortar joints shall be moistened with water from three to four hours before they are used by a method which will ensure that each brick is thoroughly and uniformly wetted.
- J. Bricks shall be skilfully laid with level courses, uniform and completely filled joints, square corners, plumb verticals and true surfaces, except when otherwise shown on Drawings or directed by the Employer's Representative.
- K. Brick work constructed for a waterway shall be of the best standard of workmanship and objectionable offsets in the brickwork shall be removed by and at the expense of the Contractor. The smoothest practicable finished surface of the brickwork will be required whenever it is a part of a waterway, if not otherwise directed by the Employer's Representative.

19.3 Curing and Repair

- A. Brickwork requiring mortar shall be cured by water curing or other acceptable methods. All methods and operations of the Contractor in curing the different portions of the work are subject to the Employer's Representative's approval.
- B. When curing by water the brickwork shall be kept wet continuously for at least 14 days, unless otherwise specified by the Employer's Representative. Water used for curing shall meet the requirements of the specification of water used in the construction of brickwork.
- C. If, after the completion of any brickwork, a brick is out of alignment or not level, or does not conform to the lines and grades shown on the Drawings or shows a defective surface, it shall be removed and replaced by the Contractor at his expense, unless the Employer's Representative grants permission, in writing, to patch or replace part of the defective area to his satisfaction.

19.4 Pointing (Cement Mortar)

- A. The joints of the brick, stone masonry shall be raked out to a depth of 20 mm (3/4") and the surface of the wall washed and kept wet for two days before pointing. The material of mortar, cement and sand shall be of standard specification. Mortar shall then be applied in the joints slightly in excess and pressed by a proper tool of the required shape, extra mortar should not spread over the faces of bricks, or stone and the edges of bricks. Bricks shall be clearly defined to give a neat appearance. After pointing, the surface shall be kept wet for seven days.

1. Flush Point: The mortar shall be pressed into the raked, cleaned and wet joints and shall be finished of flush and level with the edges of brick or stone to give a smooth appearance. The edges shall be neatly trimmed with a towel and straight edge.
 2. Ruled Pointing: The mortar shall be pressed into the raked, cleaned and wet joints and a groove of shape and size 5 to 6 mm depth shall be formed running a forming tool to steel along the centre of line of the joint. The vertical joints also shall be finished in a similar way at right angles to horizontal lines. The finished work shall give neat and clean appearance with straight edges.
 3. Weather or struck pointing: The mortar shall be applied on the raked clean and wet joints, and the horizontal joints shall be pressed and finished with a pointing tool so that the slope is from top to bottom. The vertical joints shall be finished as ruled pointing.
 4. Raised or Trucked Pointing: The mortar shall be applied in raked clean and wet joints excess to form base of 6 mm (1/4") raised and 10 mm (3/8") width or as directed.
- B. Subject to the Employer's Representative's directions the pointing shall be carried out as;
1. Inside pointing shall consist of filling of joints to about 1 cm average depth from the face of brick.
 2. Flat pointing shall consist of filling the joints to about 1 cm and not less then 2 cm width above the face.
- C. After raking, the joints shall be compressed with a pointing tool. All tooling of joints shall be done after the mortar shall be partially set but is still sufficiently plastic to bond. Bricks with mortar voids visible beyond the depth of the raking shall be removed and re-laid with fresh mortar unless such voids can be completely filled by other methods, as approved by the Employer's Representative.

19.5 Measurement and Payment

- A. Brick masonry will be measured for payment by the cubic metre. Quantities for payment will be computed from the lines and dimensions shown on the Drawings.
- B. Payment for brick masonry will be made at the unit price per cubic metre quoted therefore in the Bill of Quantities, which price shall be full compensation for all costs in connection with brick masonry except that separate payment will be made for pointing of the masonry surface where required by the Employer's Representative.
- C. Pointing of brick masonry surfaces will be measured for payment by the square metre. Quantities for payment will be the square metres of overall (gross) wall surfaces designated by the Employer's Representative to have joint pointing.
- D. Payment for pointing brick masonry surface will be made at the unit price per square metre quoted therefore in the Bill of Quantities.

SECTION 20 STONE MASONRY

20.1 General

All stone masonry required to be constructed under the specification, and for all related purposes or as directed by the Employer's Representative, shall consist of the materials herein specified, which shall be proportioned, mixed, formed and placed in accordance with these stipulations and requirements. The stipulations and requirements herein set forth shall apply to all stone work, except when such are specifically modified by the Employer's Representative for any particular item of work.

20.2 Materials

- A. Stone shall be procured from approved sources. The stones to be used shall be from boulders or rock quarrying of granite, quartzite, or similar materials having a minimum specific gravity of 2.4. The compression strength shall be not less than 400 kg/cm² unless otherwise approved by the Employer's Representative.
- B. For use in masonry work, the stone shall be hard, tough compact and durable, free from faults and cleavage.
- C. Stone masonry shall be dressed to the size and shape as shown on the Drawings or as required by the Employer's Representative to fit the size of the wall lining or slab in the configuration as shown on the Drawings.
- D. Special Cement: Special cement shall conform to the applicable standards.
- E. Sand: Sand for mortar used in the construction of stone masonry for walls, lining, paving etc. shall be furnished by the Contractor in accordance with the provision of and in complete conformity with the stipulations and requirements for sand specified in Section 17.
- F. Water: The water used for the preparation of mortar shall be free from objectionable quantities for silt, organic matter, alkali, sulphates and other salts and other impurities, and will be subject to approval of the Employer's Representative.
- G. Mortar Composition and Mixing:
 1. Mortar for stone masonry shall, except where otherwise directed by the Employer's Representative, consist of one part Portland cement and three parts of damp loose mortar sand, by volume and sufficient water to produce the proper consistency for the intended use.
 2. Methods and equipment used for mixing mortar shall be such as will accurately determine and control and amount of each separate ingredient entering into mortar and shall be subject to the approval of the Employer's Representative. If a mixer is used, it shall be of approved design and the mixing time after all ingredients are in the mixer, except for the full amount of water, shall be not less than two minutes.

3. Mortar shall be mixed only in quantities sufficient for immediate use, and all mortar not used within 30 minutes after adding water to the mix shall be discarded. Retempering of mortar will not be allowed. Mixing troughs and pans shall be thoroughly cleaned and washed at the end of each day's work.

20.3 Placing of Stone Masonry

- A. Stone used in masonry shall be properly cleaned before placing and shall be approved by the Employer's Representative.
- B. Stone shall not be placed during rains sufficiently heavy or prolonged to wash the mortar from the masonry. Mortar already spread which becomes diluted by rain shall be removed and replaced before continuing with the work. Loads shall not be allowed on the stone before it is fully set.
- C. Stone to be used in masonry with mortar joints shall be moistened with water from three to four hours before they are used, or by a method which will ensure that each stone is thoroughly and uniformly wetted.
- D. Stone masonry shall be placed on properly prepared and firm foundations and in accordance with the Drawings or directions of the Employer's Representative. Foundations used shall be approved by the Employer's Representative before placing the masonry.
- E. Walls shall be uncoursed but shall include a bond stone of at least 0.3 m² area showing on the exposed face and continuous through the wall for every m² of projected face.
- F. Full mortar coverage shall be provided on all non-exposed stone faces.
- G. Stone masonry constructed for a waterway shall be of the best standards of workmanship and objectionable matters in the masonry surface shall be removed by and at the expense of the Contractor. The smoothest practicable finished surface of the masonry will be required whenever it is a part of a waterway, if not otherwise directed by the Employer's Representative.

20.4 Pointing of Stone Masonry

- A. Where shown on the Drawings or directed by the Employer's Representative, the Contractor shall point masonry surfaces. Mortar for pointing, except as otherwise directed by the Employer's Representative, shall be of the same composition as used for placing the masonry.
- B. In preparation of the pointing work the joints at the exposed surface of stone masonry shall be raked out (before the mortar is set) or chiselled out. The surface shall be cleaned by wire brush and shall be moistened. Subject to the Employer's Representative's directions, the pointing shall be carried out as follows;

1. Inside pointing shall consist of filling of joints to about 1 cm average depth from the face of stone.
 2. Flat pointing shall consist of joints to about 1 cm depth and height flush with the face of the stone.
 3. Raised pointing shall consist of filling of joints to about 1 cm depth and height not less than 1 cm above the face of stone.
- C. After raking the joints shall be compressed with a printing tool. All tooling of joints shall be done after the mortar has partially set but is still sufficiently plastic to bond. Stones with mortar voids visible beyond the depth of the raking shall be removed and re-laid with fresh mortar unless such voids can be completely filled by other methods as approved by the Employer's Representative.

20.5 Curing and Repair

- A. Stone masonry including pointing shall be cured by water curing or other acceptable methods as approved by the Employer's Representative.
- B. When curing by water the stone masonry shall be kept wet continuously for at least 4 days, unless otherwise specified by the Employer's Representative. Water used for curing shall meet the requirements of the specification for water used for mortar.
- C. If after completion, any stone masonry is out of alignment or not level, or does not confirm to lines and grades shown on the Drawings, it shall be removed and replaced by the Contractor at his expense, unless the Employer's Representative grants permissions in writing to patch or replace part of the defective area to his satisfaction.

20.6 Plastering Cement Mortar

The joints of the brickwork or stone shall be raked out to a depth of 12 mm (1/2") and the surface wall shall be washed and cleaned and kept wet for two days before plastering.

The materials of mortar, cement and sand specified should be of standard specification. The Materials of mortar shall be first dry mixed by measuring with boxes to have the required proportion as specified and then water added slowly and gradually and mixed thoroughly.

The thickness of plastering shall be as specified usually 12 mm (1/2") to ensure uniform thickness of plaster. Patches of 5 mm x 15 cm (6") strips 1 m (3 ft) apart or 10 cm (4") wide plaster shall be applied first at about 2 m (6 ft) apart to act as a guide. First mortar shall be dashed and pressed over the surface and the brought to a smooth and uniform surface by means of float and trowel. Wall plastering shall be started from the top and worked down towards the floor. Ceiling plastering shall be completed before starting on wall plaster. All corners and edges shall be rounded and protected from rain, sun, frost, etc.

20.7 Measurement and Payment

- A. Stone masonry will be measured for payment by the cubic metre. Quantities for payment will be computed from the lines and dimension shown on the Drawings.
- B. Payment for stone masonry will be made at the unit price per cubic metre quoted therefore in the Bill of Quantities, which price shall be full compensation for all costs in connection with stone masonry except that separate payment will be made for pointing of the masonry surface where required by the Employer's Representative.
- C. Pointing of stone masonry surface will be measured for payment by the square metre. Quantities for payment will be the square metres of overall (gross) wall surface designated by the Employer's Representative to have joint pointing.
- D. Payment for pointing stone masonry surfaces will be made at the unit price per square metre quoted therefore in the Bill of Quantities.

SECTION 21 LAYING AND JOINTING PRECAST CONCRETE PIPES

21.1 General

The Contractor shall supply and lay precast concrete pipes and materials, including pipe-jointing material, in those structures where the installation of R.C. pipes is shown on the Drawings or as directed by the Employer's Representative. The pipes shall be reinforced concrete non-pressure pipe to be furnished in accordance with the reinforced concrete pipes Class NP2 and Class NP3 of IS 458. The pipe diameter to be used in each location is shown on the Drawings or shall be as specified by the Employer's Representative. The class of reinforced concrete pipes shall be as indicated in the Drawings.

21.2 Materials

The material used in the manufacture of reinforced concrete pipes shall conform to the following requirements:

- A. Cement: In accordance with Section 17.
- B. Water: In accordance with Section 17.
- C. Additives: All concrete used for the manufacture of pipes shall contain an entrainment of not more than 2.5 percent of air, by volume, in the concrete as discharged from the mixer. Calcium chloride shall not be used except when approved by the Employer's Representative.
- D. Aggregates: Fine and coarse aggregates for concrete shall be in accordance with Section 17, except that other grading may be used. The maximum size of coarse aggregate for each size of pipe shall be the largest size compatible with satisfactory placing of the concrete.
- E. Reinforcement Steel: In accordance with Section 17.

21.3 Pipe Installation

During manufacturing, transporting, storing, and laying of concrete pipes, the pipes shall not be dropped or handled in a way that might crack the wall or otherwise cause damage. The pipes shall not be moved until after the specified curing period. Any length of pipe that, in the opinion of the Employer's Representative, is damaged beyond repair, shall be removed from the site of the work and replaced by the Contractor at his own expense.

21.4 Trench Excavation

The trench for laying precast concrete pipes shall be carefully excavated to required lines and levels shown on the drawings or to such other lines and levels as the Employer's Representative may direct. The sides of excavations shall be supported where necessary to ensure their stability; if for any reason, portions or a trench whether supported or unsupported should give way, the Contractor shall excavate and remove at no extra cost of the Employer, such disturbed ground until the trench is to the satisfaction of the Employer's Representative.

The thickness and shape of foundations shall be as indicated on the drawings or as directed by the Employer's Representative, according to soil conditions. If soft material is encountered such materials shall be excavated and removed, or if the trench bottom is unstable the invert of the trench shall be excavated below the level specified and brought up to the required level by suitable fill materials thoroughly consolidated to at least the same degree of compaction as the undisturbed material as directed by the Employer's Representative.

21.5 Bedding of Pipe

Excavation of pipe trench shall be done to the grade and line shown on the Drawings. The pipe shall be supported firmly throughout its entire length.

Bedding of reinforced concrete pipes shall conform to the requirement given below for compacted earth cradle or concrete cradle, whichever is called for on the Drawings or otherwise directed by the Employer's Representative.

If the type of bedding is not shown, compacted earth cradle shall be provided.

- A. Compacted earth cradle: shall be constructed by bedding the pipe in a shallow trench cut in compacted earth layers to a depth of not less than 10 cm and shall be accurately shaped by a template to fit the lower pipe exterior for the specified embedment.
- B. Concrete cradle: concrete cradle for pipe shall consist of a continuous concrete cradle constructed of Class C concrete in conformity with the details shown on the Drawings and requirements of Section 17.

21.6 Laying

The method of lowering the pipes into the trench and laying them in position shall be such as to prevent dirt from entering the pipe and couplings and to prevent damage to the pipe. Before and during execution of the joints all surfaces shall be clean and free of mud, oil or grease. The pipe shall be aligned straight with ends squared, and the joining of pipe sections shall be such as to produce watertight joints.

21.7 Joints and Collars and Pipe Bend Joint

A. Joints

Pipe joints shall conform to the type as shown on the Pipe Installation Drawing.

If the joint of pipe is not indicated on the section and plan of the structures required, flush joint shall be provided.

Cement mortar used in jointing shall be 1 part of cement and 2 parts of sand, conforming to the requirements of Section 17.

B. Collar and Pipe Bend Joint

The collars and pipe bend joints shall be constructed where shown on the Drawings, and the concrete shall conform to concrete Class A in Section 17 and reinforcement steel shall conform to Section 17.

21.8 Water Testing

Where required by the Employer's Representative, sections of pipeline shall be tested for leakage, before backfilling.

21.9 Backfill

As each unit of pipe is laid, sufficient backfill material shall be tamped about the pipe to hold it rigidly in place until the joints are completed. After the joints have been completed, the backfilling shall be completed as hereinafter specified. Loads up to the design loading will not be permitted to travel over the pipes until backfill and embankment material have been placed to a minimum thickness of at least 0.50 m over the top of the pipe. This minimum cover requirement is not always adequate during construction when equipment heavier than design traffic loads is routed over or close to the installed culverts. The Contractor shall be responsible for providing the additional cover necessary to avoid damage to the pipes due to such loads.

21.10 Measurement and Payment

Measurement for direct payment of furnishing and laying the precast pipes will be made along the centreline from end to end of the pipe in place and no allowance will be made for lap of joints.

The Contract Unit Prices covering the supply and laying of pipes shall include the entire cost of furnishing the pipes and all materials for joints and lean concrete bedding if needed, the cost of all labour and equipment required for transporting, laying, jointing and bedding the pipes.

The supplying and laying of pipes of each diameter will be paid per linear metre of pipe actually laid, while the excavation and backfilling shall be paid per cubic metre, at the appropriate Contract Unit Prices.

Reinforced concrete for pipe bend and collar shall be measured in cubic meters and shall be paid at appropriate Contract Unit Prices.

SECTION 22 LIFTING GATES

22.1 General

Hand operated vertical lift gates of various dimensions as stated in the Bill of Quantities shall be supplied and installed as directed by the Employer's Representative.

Each gate shall be designed to withstand and operate against a head of water equal to the depth of the gate with no water downstream, and shall be capable of being raised a height equivalent to the gate depth.

Each gate shall consist of framing incorporating guide grooves and sealing faces, together with a sill member and gear supporting members, movable gate leaf with sealing faces and operating gear. Gates shall be provided with operating platform with handrailing and access ladders wherever needed.

22.2 Framing

The gate framing shall consist of guide grooves fabricated from steel plate with sill and gear supporting members connected to the grooves by bolts.

The groove members shall extend upwards sufficiently to support and guide the gate through its travel and shall be fitted with adjusting and fixing devices to enable them to be accurately positioned and securely held within the recesses in the concrete work during setting-in. The groove members shall be fitted with machined non-ferrous faces upon which the gate shall slide and seal.

The sill member shall consist of a rolled steel angle or other suitable section having a machined upper surface upon which the lower sealing member of the gate shall bear when the gate is fully closed. The sill member shall be fitted with levelling screws to permit its accurate alignment and levelling within the recess formed in the concrete floor. The ends of the sill member shall be connected to the groove members at each end.

The gear supporting members shall be designed to support the operating gear and the loads resulting from gate operation and shall be connected to the groove members at each end.

22.3 Gate

The gate shall be of welded steel construction consisting of a steel skinplate supported on the upstream side by horizontal stiffening members connected to vertical side guiding and stiffening members contained within the side grooves. Arrangement shall be provided at the top of the gate for attachment of the gate to the operating spindles by means of non-ferrous hinge pins.

The skin plate shall be stiffened along its upper edge by means of a rolled steel angle or other suitable section and along its lower edges by a sealing bar.

The gate shall be fitted with machined steel sliding and sealing faces to match those incorporated into the framing as directed by the Employer's Representative.

22.4 Measurement and Payment of Gates

Measurement for payment for supplying and installing of gates will be made against the number of gates as mentioned in the Bill of Quantities. For the Gates of sizes other than mentioned in the Bill of Quantities, an equivalent rate on prorata basis comparing with the sizes, shall be considered.

SECTION 23 SUPPLY OF INSTRUMENTS**23.1 Levelling Instruments**

The levelling instruments shall be brand new and shall be manufactured by a reputed manufacturer. The instrument shall be equivalent to "Sokisha" make or better. The instrument shall meet the following technical specification:

Accuracy

Mean Error on 1 km of double levelling	+/-2.0mm
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Telescope

Magnification	24x
Aperture	35mm
Image	Erect
Field of View at 100 m	2.5
Shortest Focusing distance	0.5
Stadia Constant	100

Compensator

Working Range	±15'
Repetition accuracy	±0.5'

Horizontal Circle

Graduation	360 degree
Interval	1 degree
Estimation	0.1 degree

General

Sensitivity of Circular Level	15'/2 mm
Estimation of mm on rods with cm graduation up to approx.	100 m

23.2 Measurement and Payment

Each levelling instrument to be supplied as per the BOQ shall be comprised of the following:

Levelling Instrument	1 No.
Metallic Tripod	1 No.
Plumb Bob	1 No.
Other accessories	1 No.

Before procuring the instrument, the Contractor shall submit the required brochures of at least three different makes along with the specifications. The Employer's Representative, after reviewing the specification, shall order the required type of the instrument and accessories to be procured.

The payment for the supply shall be made upon receipt of the complete set of instruments by the Project. The unit rate shall include all the costs of receiving the brochures, cost of instrument along with the accessories, cost of transporting to the Project Office, any local taxes excluding the Value Added Tax and maintenance during the Contract Period.

23.3 Supply of Measuring Staff

The measuring staff shall be brand new and of the length of 5 m when fully stretched. The staff shall be telescopically foldable to length suitable for transportation. The staff shall be made of aluminium metal. The staff shall be graduated suitably to read the reading by Levelling or Theodolite instrument directly up to 5 mm.

23.4 Supply of Measuring Tapes

The Measuring Tapes shall be brand new and made of the fibreglass reinforced material as approved by the Employer's Representative.

23.5 Measurement and Payment

Before procuring the instrument, the Contractor shall submit the required brochures of at least three different makes along with the specifications. The Employer's Representative, after reviewing the specification, shall order the required type of the instrument and accessories to be procured.

The payment for the supply shall be made upon receipt of the complete set of instruments by the Project. The unit rate shall include all the costs of receiving the brochures, cost of the instrument along with the accessories, cost of transporting to the Project Office, any local taxes excluding the Value Added Tax and maintenance during the Contract Period.

SECTION 24 CONSTRUCTION AND MAINTENANCE OF ACCESS TO SITE

24.1 Provision of Access

The Contractor shall construct all access and haul roads required by him in order to fulfil his obligations under the Contract. The Contractor shall maintain such access roads in a condition suitable for the safe and easy passage of plant and vehicles and shall provide means of access to enable the adjacent occupiers to carry on their normal operations.

24.2 Restoration of Private or Public Lands

The Contractor shall make a record to be agreed by the Employer's Representative of the condition of the surfaces of any private or public lands over which access to the site lies and he shall keep such surfaces in a reasonable state of cleanliness and repair during the execution of the Works. On termination of the Contractor's use of such access, he shall restore the surfaces to a condition at least equal to that obtaining prior to his first entry on them.

24.3 Measurement and Payment

The work is a lump sum item which is to be carried out throughout the execution of the Contract. The payment for this work under the appropriate item in the Bill of Quantities shall be done on the prorata basis of the progress of the Works certified during the interim certificates in respect to the Contract Price. Any remaining amount shall be paid after the successful completion of the works.

If the cost of this item is not provisioned in the BOQ, the costs shall be deemed to be included in the prices tendered for the various items of the Bill of Quantities for which this activity is required, and no separate payment shall be made therefor.

SECTION 25 CONSTRUCTION AND MAINTENANCE OF CONTRACTOR'S LABOUR CAMP**25.1 General**

The Contractor shall construct all the temporary labour camps for construction works to the satisfaction of the Employer's Representative, and in a manner as to least affect the local environment. The camps shall be maintained while they are in use and cleanly removed after the works are completed. The item of work shall consist of the following activities.

- Construction and maintenance of labour camps including temporary offices and store.
- Removal of the camps and restoration of the site after the works are completed.
- Line clearance for initiating works including clearing of bushes and some trees if any
- Arrangement of water for construction as well as for drinking.
- Procuring of survey consumables such as wooden pegs.

25.2 Measurement and Payment

The work is a lump sum item which is to be carried out throughout the execution of the Contract. The payment for this work under the appropriate item in the Bill of Quantities shall be done on the prorata basis of the progress of the Works certified during the interim certificates in respect to the Contract Price. Any remaining amount shall be paid after the successful completion of the works.

If the cost of this item is not provisioned in the BOQ, the costs shall be deemed to be included in the prices tendered for the various items of the Bill of Quantities for which this activity is required, and no separate payment shall be made therefor.

SECTION 26 INSURANCE OF WORKS, DAMAGE TO PROPERTY AND LOSS TO THIRD PARTY AND ACCIDENT TO WORKMEN

[THIS SECTION TO BE SYNCED WITH THE CONDITION OF CONTRACT AND BOQ]

26.1 General

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover as per Clause 13 of the Conditions of Contract from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment
- (c) loss of damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) Personal injury of death.

26.2 Measurement and Payment

The Contractor shall produce the insurance policy from any insuring company operative and recognised within Nepal. The Contractor shall, immediately after securing the insurance policy(ies) shall produce to the Employer's Representative the original bills paid against the premiums. The Contractor shall be paid for insurance under Items as specified in BOQ in the following manner:

- If the premium amount as per the original bills is more than the amount stated in the BOQ, the amount of the BOQ less any taxes, if applicable, shall be paid. Any amount in excess of BOQ amount shall be borne by the Contractor.
- If the premium amount as per the bills is less than the amount stated in the BOQ less any taxes, if applicable, the amount of the bills, shall be paid.
- The Bidders are required to fill in the unit rates item "The Insurance Against Accident" not exceeding 0.15 percent of the sum of the bid prices for Canal and Canal Structures as specified in BOQ. If in case, it is found that the quoted rates for this item is in excess of the said sum, the quoted unit rate shall be corrected to be equal to 0.15 percent of the sum and the tender evaluated accordingly.
- The Bidders are required to fill in the unit rates of Item "The Third-Party Insurance" not exceeding 0.15 percent of the sum of the bid prices for Canal and Canal Structures as specified in BOQ. If in case, it is found that the quoted rates for this item is in excess of the said sum, the quoted unit rate shall be corrected to be equal to 0.15 percent of the sum and the tender evaluated accordingly.
- The Bidders are required to fill in the unit rates item "The Insurance of Work" not exceeding 0.15 percent of the sum of the bid prices for Canal and Canal Structures as specified in BOQ. If in case, it is found that the quoted rates for this item is in excess of the said sum, the quoted unit rate shall be corrected to be equal to 0.15 percent of the sum and the tender evaluated accordingly.

SECTION 27 TEST RUN OF CANAL SYSTEM

27.1 General

Prior to preparation and handing over of a certificate of Completion of the Works, the Contractor shall carry out a test run of the irrigation system in the presence of the WUA and the Project Manager (or his Representative).

The test run is to provide assurance that all works are built to the correct levels and dimensions and do not exhibit leakage. Gates shall be shown to operate properly and easily. Flow measurements shall be made to ensure proper system operation. The discharges at head regulator and individual canal heads, and functionality of outlets will be recorded and compared against the design and report of the test will be submitted to the Employer.

Major defects shall be rectified prior to issue of the certificate of Completion of the Works. Minor defects may be repaired during the defects liability period if the Project Manager so approves. A further test run may be requested by the Project Manager after completion of repairs.

27.2 Measurement and Payment

No payment shall be made for carrying out test runs, any costs incurred shall be deemed to be covered in the prices tendered for related items in the Bill of Quantities, or shall be considered incidental to the Works.

SECTION 28 SUBPROJECT SIGNBOARD

28.1 General

The Contractor shall provide and erect a Signboard at appropriate location instructed by the Project Manager with the following details:

Government of Province Ministry of Water Resources Irrigation Development Division,, Name of Subproject and Location: Date of Start: Date of Completion: Contract Amount (including VAT): Name of Contractor:
--

The Board shall be made of galvanized steel with an approximately size of 2.0 m width and 1.5 m height

The Contractor shall be responsible for the repair and maintenance of the Signboard until the completion of all construction works

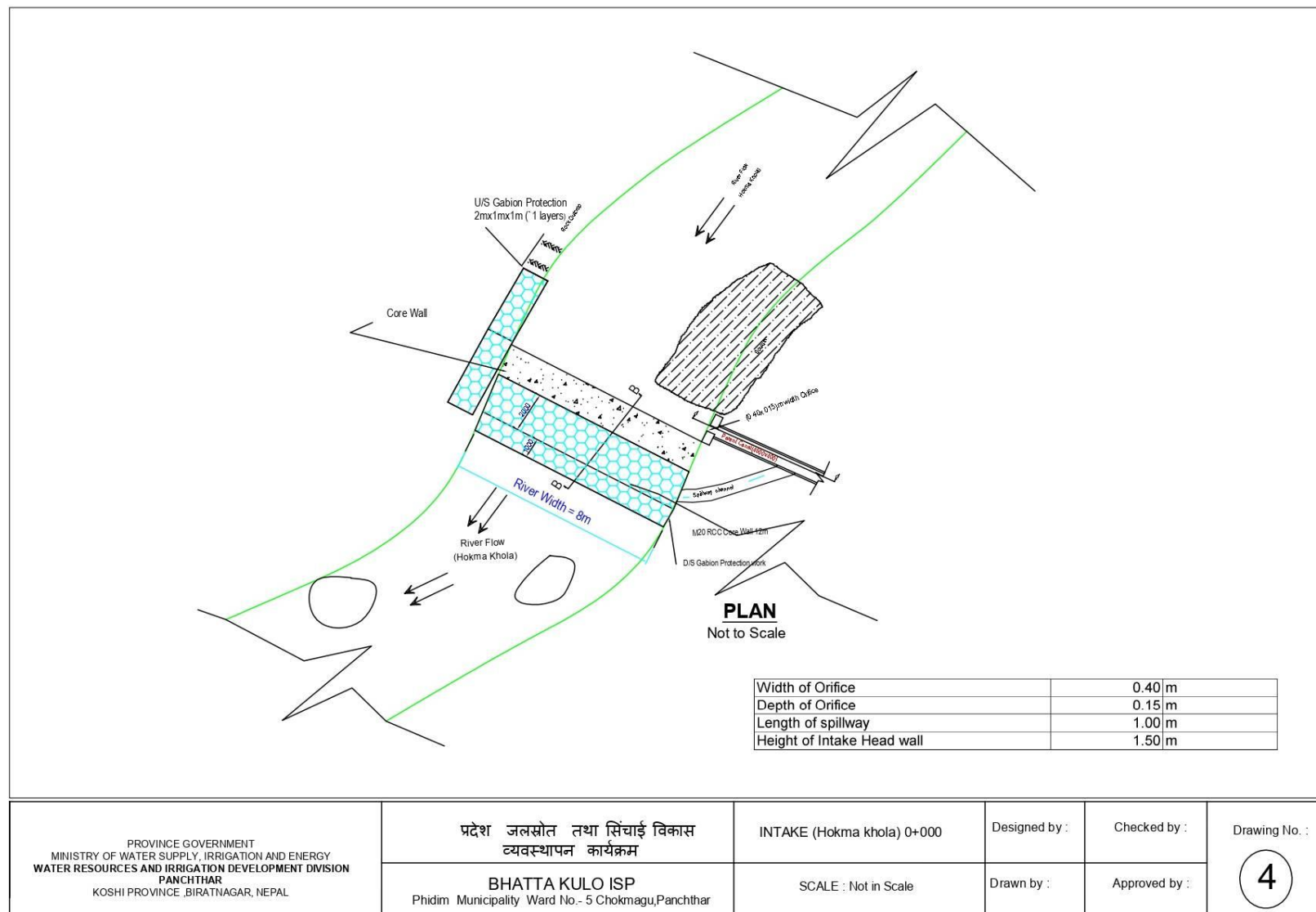
28.2 Payment

Measurement and Payment: All the costs in providing, erecting and maintaining the Signboard are assumed to be built-in in the unit rates of other BOQ items and hence no separate payment shall be made to the Contractor for this item.

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.



PROVINCE GOVERNMENT
MINISTRY OF WATER SUPPLY, IRRIGATION AND ENERGY
WATER RESOURCES AND IRRIGATION DEVELOPMENT DIVISION
PANCHTHAR
KOSHI PROVINCE, BIRATNAGAR, NEPAL

प्रदेश जलस्रोत तथा सिंचाई विकास
व्यवस्थापन कार्यक्रम

BHATTA KULO ISP
Phidim Municipality Ward No.- 5 Chokmagu, Panchthar

INTAKE (Hokma khola) 0+000

SCALE : Not in Scale

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Drawn by :

Checked by :

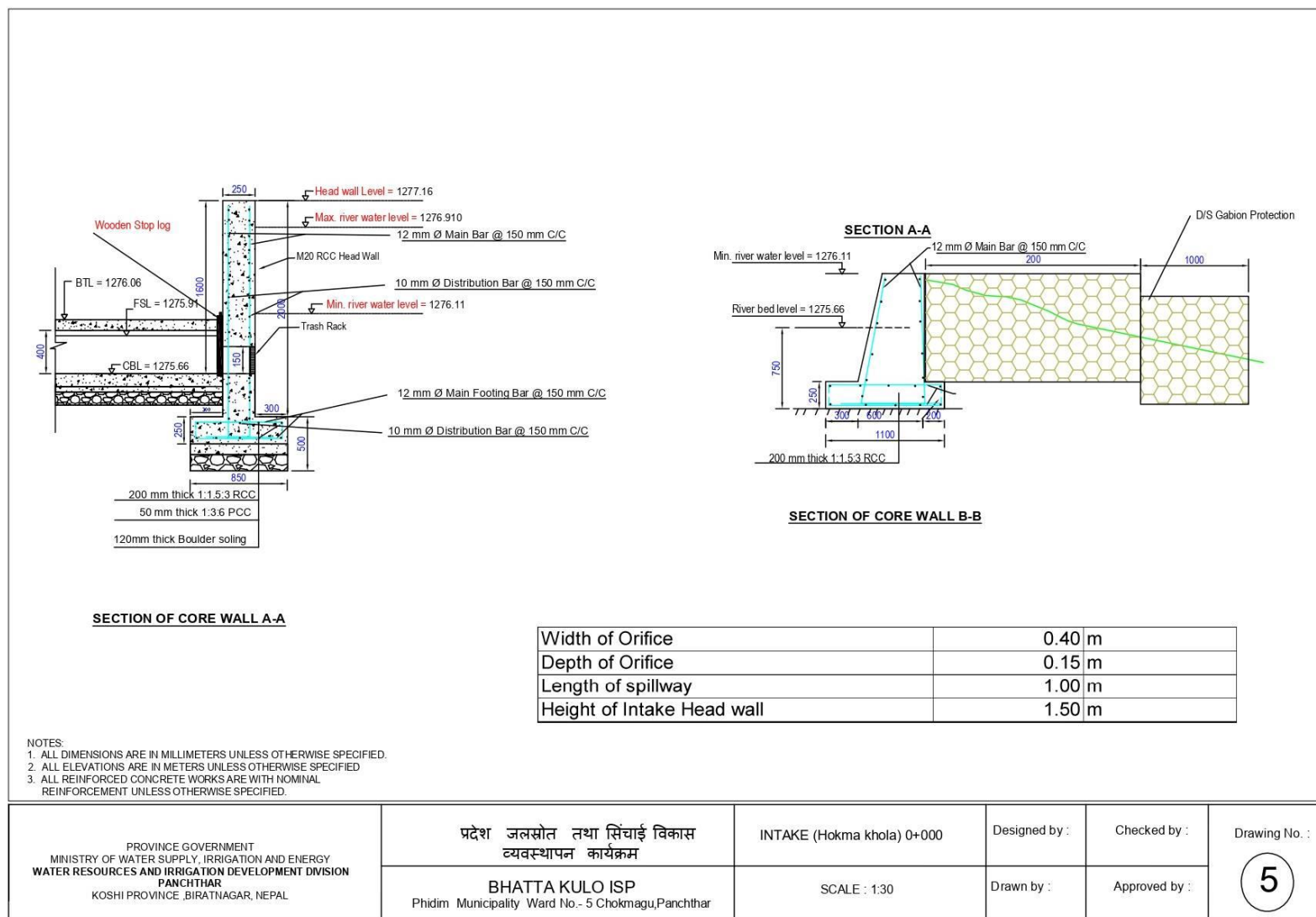
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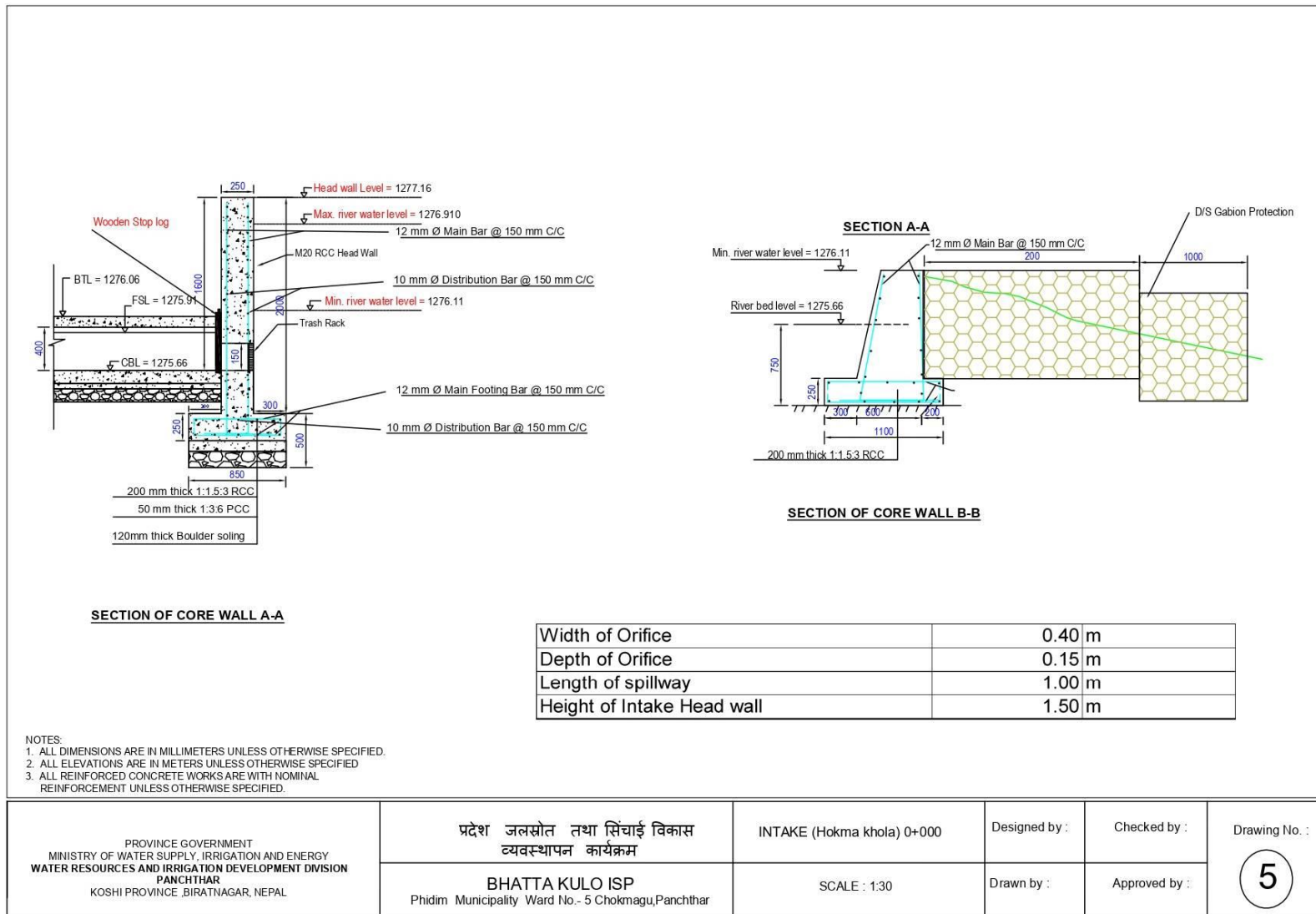
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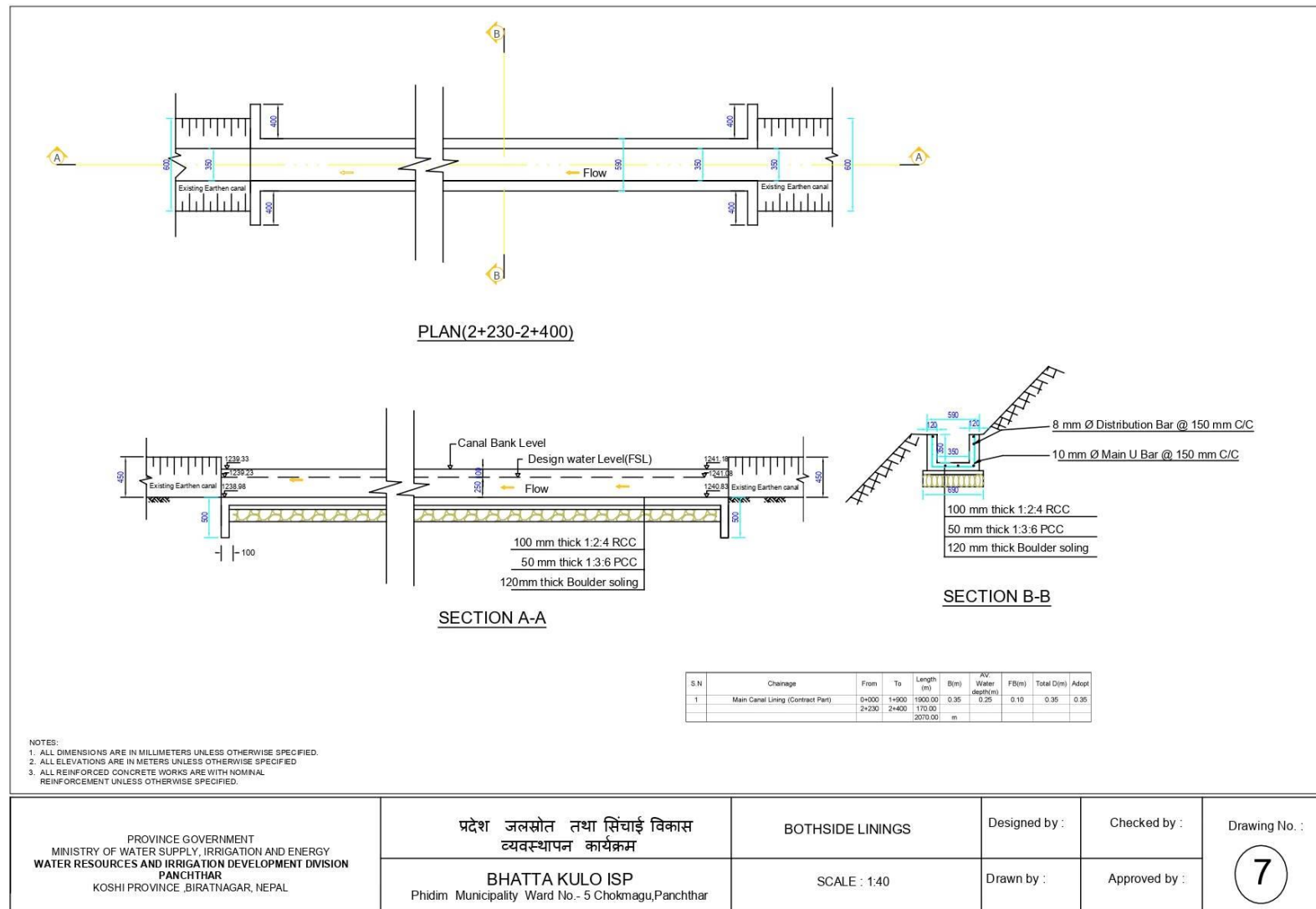
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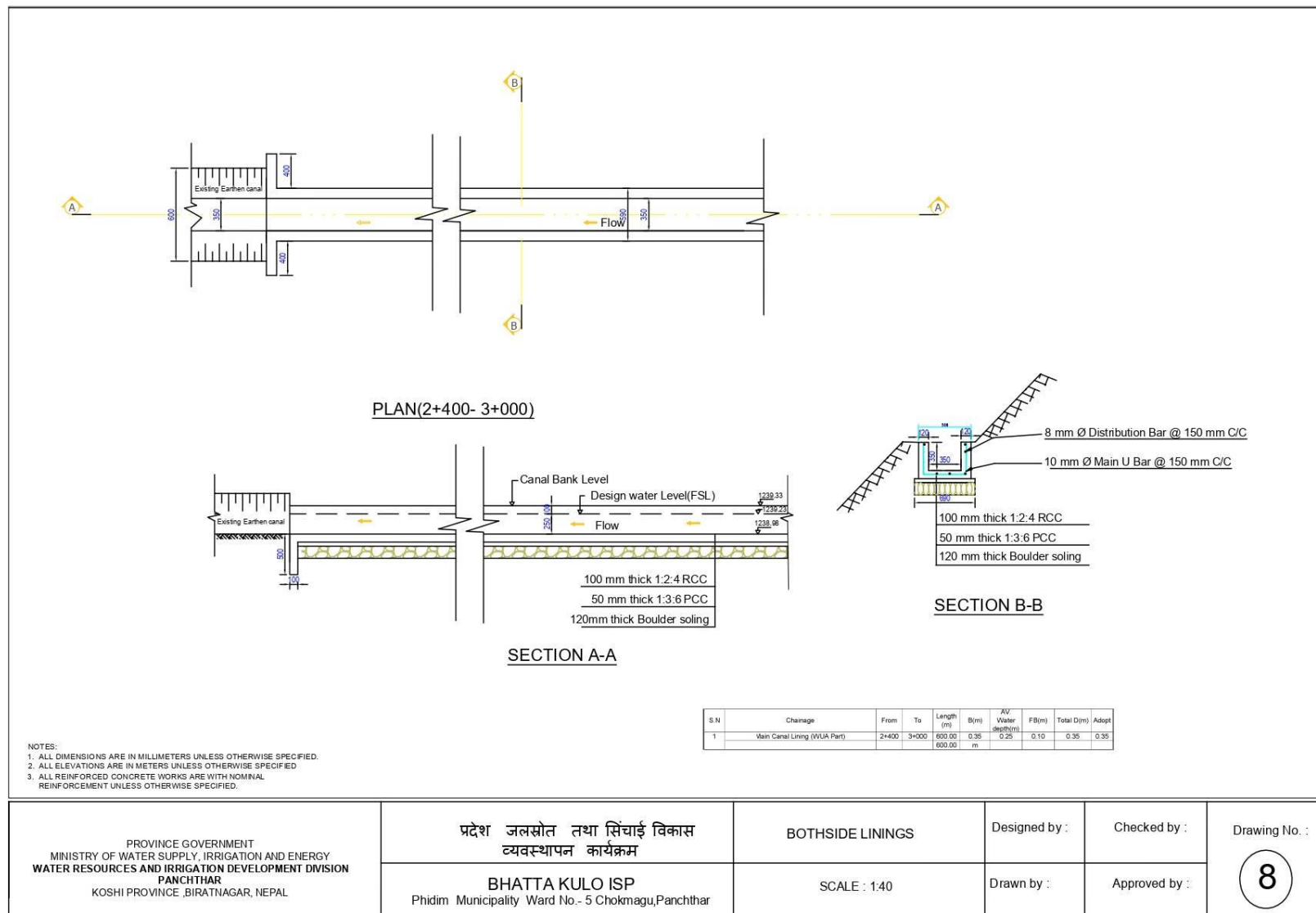


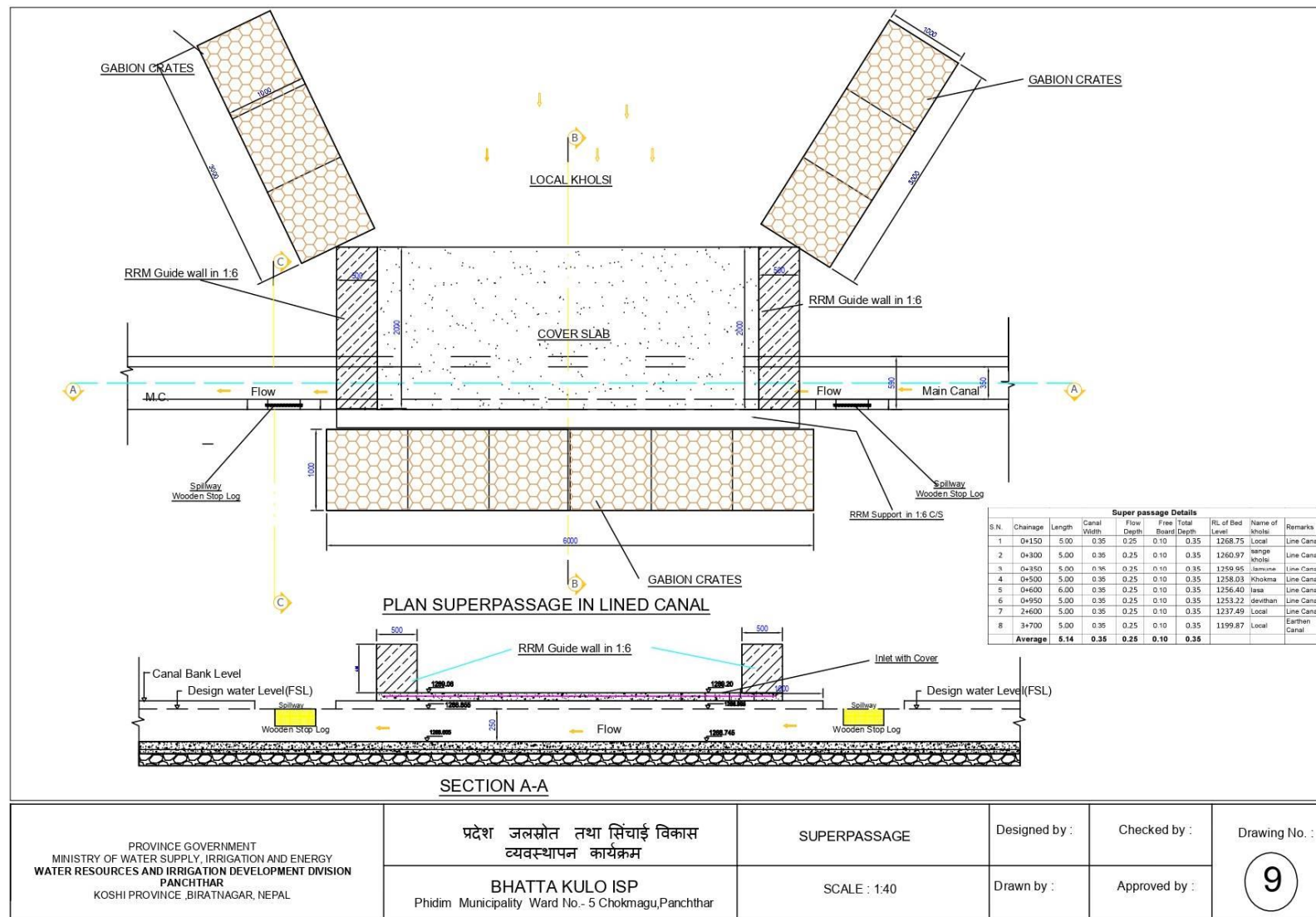
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PROVINCE GOVERNMENT
MINISTRY OF WATER SUPPLY, IRRIGATION AND ENERGY
WATER RESOURCES AND IRRIGATION DEVELOPMENT DIVISION
PANCHTHAR
KOSHI PROVINCE, BIRATNAGAR, NEPAL

प्रदेश जलस्रोत तथा सिंचाई विकास
व्यवस्थापन कार्यक्रम

BHATTA KULO ISP
Phidim Municipality Ward No.- 5 Chokmagu, Panchthar

SUPERPASSAGE

SCALE : 1:40

Designed by :

Drawn by :

Checked by :

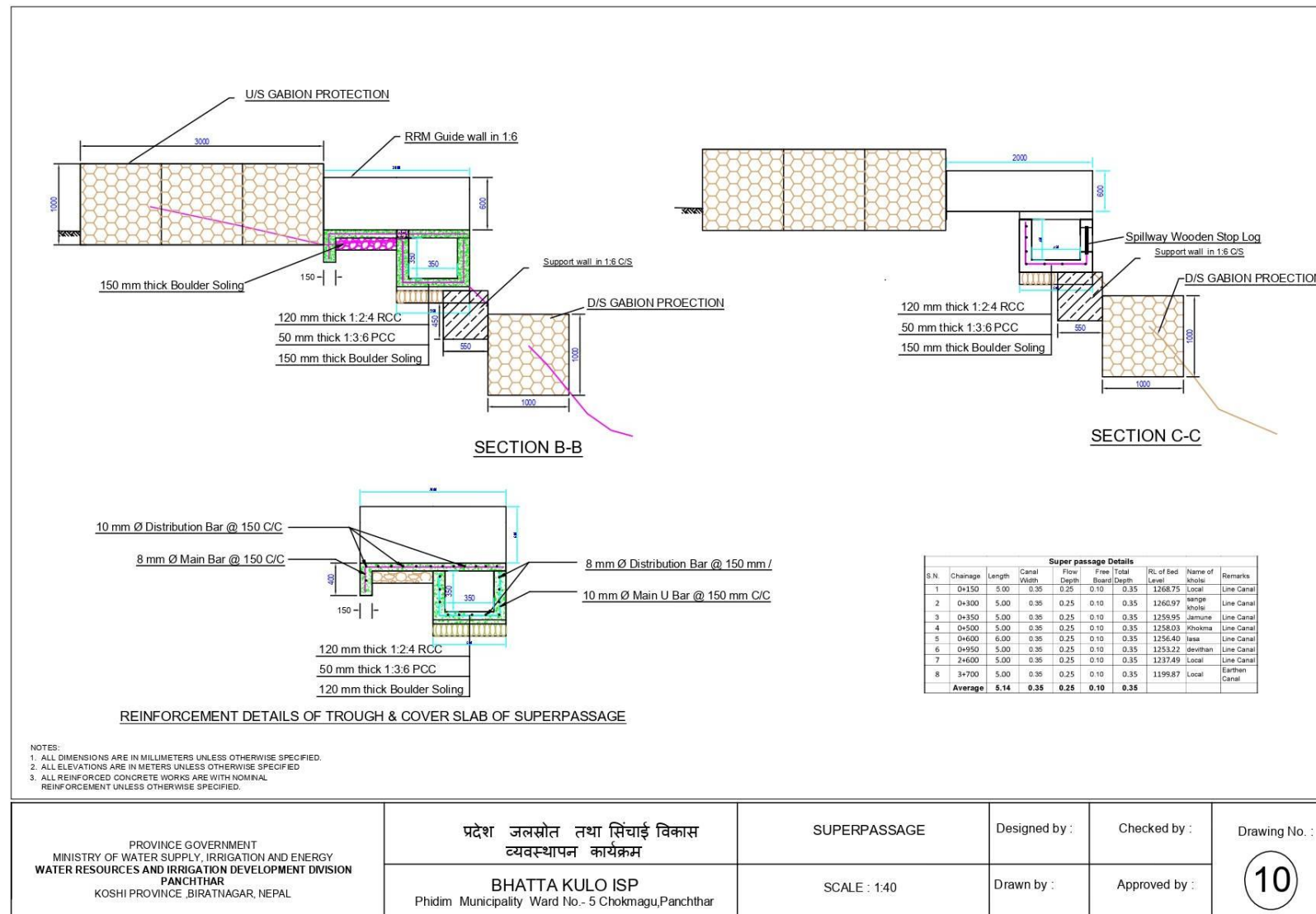
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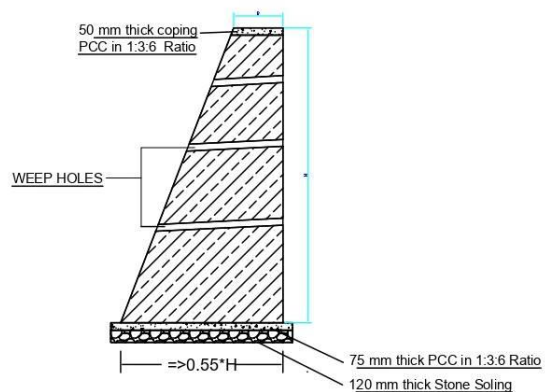
Drawing No. :

9



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Typical RRM Retaining Wall

RRM Contract Part					
Chainage	Length (m)	base width	Top width	Aveg width	Height (m)
0+150	10.00	0.75	0.50	0.63	1.50
0+200	30.00	0.75	0.50	0.63	1.50
0+300	30.00	0.75	0.50	0.63	1.50
0+750	5.00	1.00	0.50	0.75	2.00
0+950	10.00	0.75	0.50	0.63	1.50
1+300	20.00	0.85	0.50	0.68	1.70
	105.00				

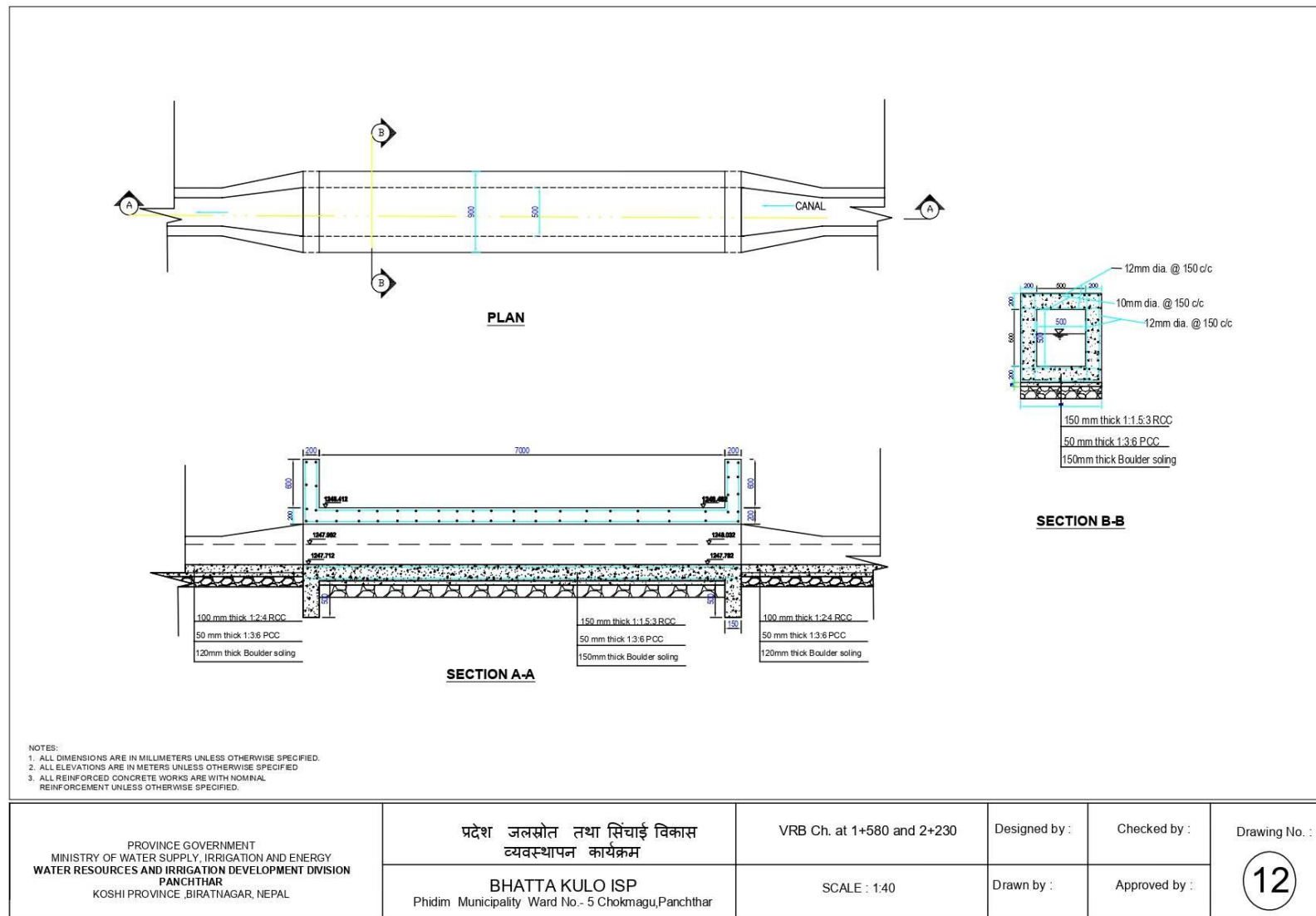
RRM Contract Part					
Chainage	Length (m)	base width	Top width	Aveg width	Height (m)
3+000	12.00	0.80	0.50	0.65	1.60
3+100	10.00	0.60	0.50	0.55	1.20
	22.00				

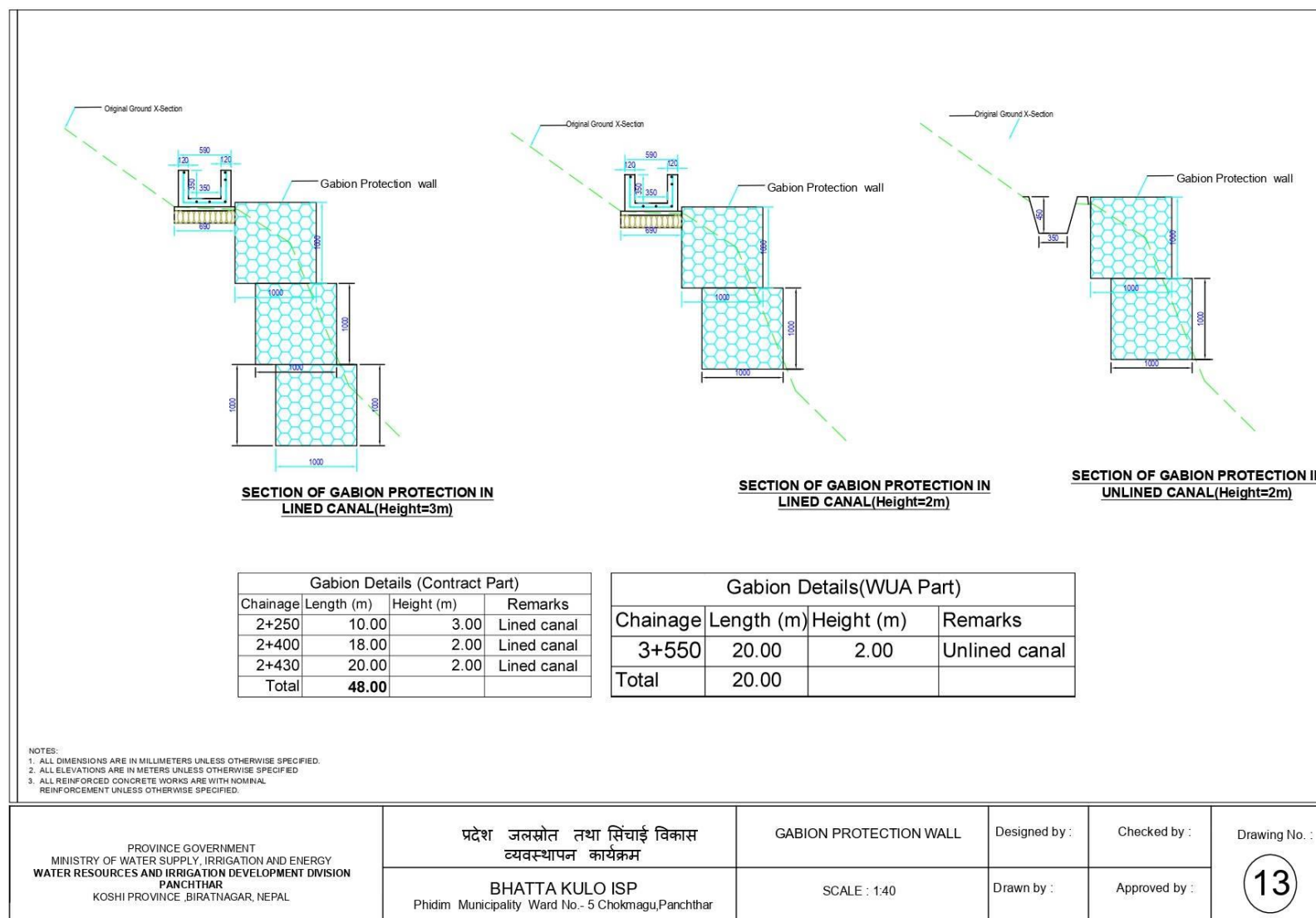
NOTES:
 1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
 2. ALL ELEVATIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
 3. ALL REINFORCED CONCRETE WORKS ARE WITH NOMINAL REINFORCEMENT UNLESS OTHERWISE SPECIFIED.

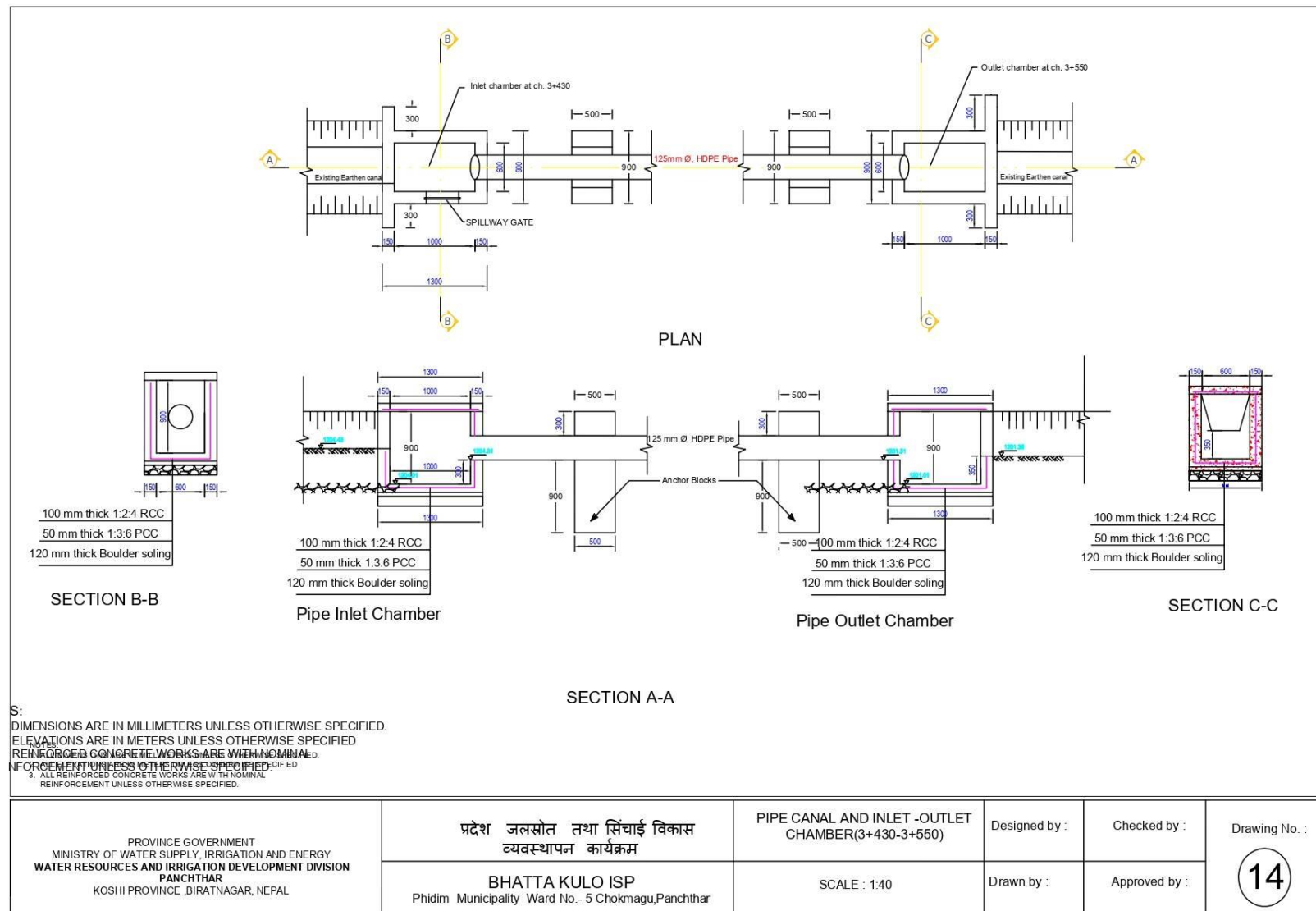
PROVINCE GOVERNMENT MINISTRY OF WATER SUPPLY, IRRIGATION AND ENERGY WATER RESOURCES AND IRRIGATION DEVELOPMENT DIVISION PANCHTHAR KOSHI PROVINCE, BIRATNAGAR, NEPAL	प्रदेश जलस्रोत तथा सिंचाई विकास व्यवस्थापन कार्यक्रम	RRM RETAINING WALL	Designed by :	Checked by :	Drawing No. :
	BHATTA KULO ISP Phidim Municipality Ward No.- 5 Chokmagu, Panchthar	SCALE : 1:40	Drawn by :	Approved by :	<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;"> 11 </div>

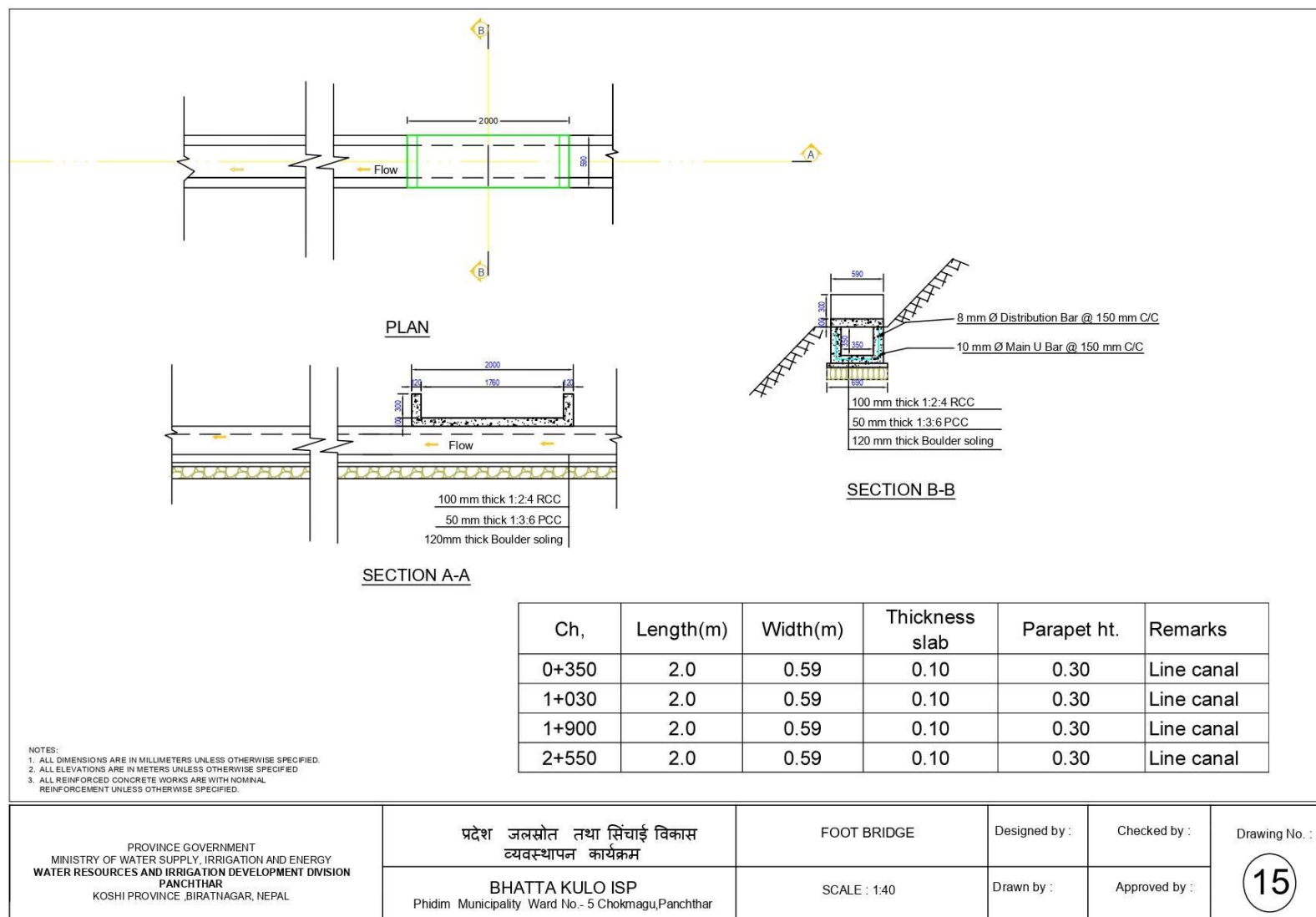


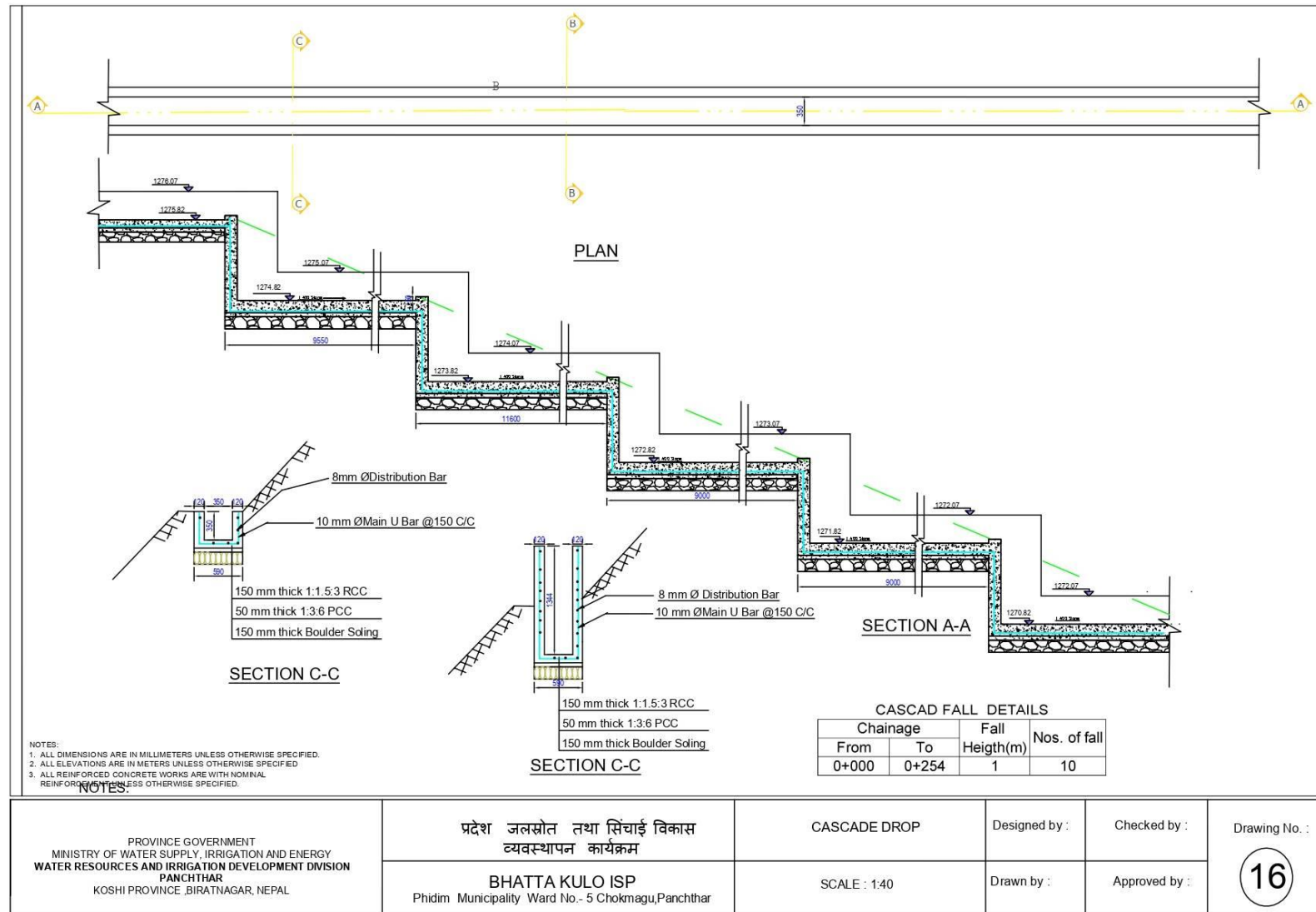
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Supplementary Information

[insert supplementary information if any]

Personnel Requirements

Using Form PER-1 and PER-2 in Section IV (Bidding Forms), the Bidder must demonstrate it has personnel that meet the following requirements:

SN.	Position	Required No.	Academic Qualification <i>[When position demands]</i>	Total Work Experience [Years]	Experience in Similar Works [years]
1.	Project Manager	1	Bachelor's in Civil Engineering or Equivalent	5	3
2.	Sub-Engineer	1	Diploma in Civil Engineering or Equivalent	3	2

Equipment Requirements

Using Form EQU in Section IV (Bidding Forms), the Bidder must demonstrate it has the key equipment listed below:

No.	Equipment Type and Characteristics	Min. Number Requirement
1	Concrete Mixer	2
2	Needle Vibrator	2
3	Fly Level Machine	1

Section VII: Bill of Quantities⁹

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.*

⁹In lump sum contracts, delete "Bill of Quantities" and replace with "Schedule of Activities" throughout this section.

Provisional Sums

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.

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.

Preamble of Bill of Quantities

A. General

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

in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.

9. The method of measurement of completed work for payment shall be in accordance with the Specifications.
10. The abbreviations and symbols used in this Bill of Quantities are: *[Insert as applicable]*

B. Day work Schedule

a) General

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

b) Day work Labor

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

c) Day work Equipment

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

d) Day work Materials

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

Provisional Sums

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

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Section VIII: General Conditions of Contract

Water Resources and Irrigation Development Division, Panchthar

**Construction of Bhatta Kulo Irrigation Project, Phidim Municipality Ward
No. 5, Chokmagu, Panchthar**

Contract Identification No.: WRIDD-PANCHTHAR/BHATTA/WORKS/NCB-
01/081-82

General Conditions of Contract

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

A. General	
1. Definitions	<p>1.1 Boldface type is used to identify defined terms.</p> <p>(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>(c) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.</p> <p>(d) Compensation Events are those defined in GCC 50 hereunder.</p> <p>(e) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 68.1.</p> <p>(f) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.</p> <p>(g) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>(h) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.</p> <p>(i) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p> <p>(j) Days are calendar days; months are calendar-months.</p> <p>(k) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>(l) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(m) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>(n) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.</p> <p>(o) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(p) The Employer is the party who employs the Contractor to carry out the Works, as specified in the SCC.</p> <p>(q) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(r) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably</p>

	<p>have avoided or overcome; and, which is not substantially attributable to the other Party.</p> <p>(s) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(t) In writing or written means hand written, type written, printed or electronically made, and resulting in permanent record.</p> <p>(u) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(v) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.</p> <p>(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(x) Party means the Employer or the Contractor, as the context requires.</p> <p>(y) SCC means Special Conditions of Contract</p> <p>(aa) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(bb) The Project Manager is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(cc) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 54.1.</p> <p>(dd) Schedules means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bids, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p> <p>(ee) The Site is the area defined as such in the SCC</p> <p>(ff) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(gg) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(hh) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(ii) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(jj) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(kk) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(ll) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
2. Interpretation	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically</p>

	defined. The Project Manager shall provide instructions clarifying queries about these GCC.
	2.2 If sectional completion is specified in the SCC , references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3 The documents forming the Contract shall be interpreted in the following order of priority: (a) Contract Agreement, (b) Letter of Acceptance, (c) Letters of Technical Bid and Price Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and (i) Any other document listed in the SCC as forming part of the Contract.
3. Language and Law	3.1 The language of the Contract and the law governing the Contract are stated in the SCC .
	3.2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the employer's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
4. Contract Agreement	4.1 The Parties shall enter into a Contract Agreement within 15 days after the Contractor receives the Letter of Acceptance, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section X.
	4.2 Without altering the basic nature or scope of work, the contract may be amended upon mutual written consent as per prevailing Public Procurement Law.
5. Assignment	5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
6. Care and Supply of	6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, one copy of the Contract

Documents	and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
	6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
	6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
	6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
7. Confidential Details	7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.
	7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
	7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
8. Compliance with Laws	8.1 The Contractor shall, in performing the Contract, comply with applicable Laws of Nepal.
9. Joint and Several Liability	9.1 If the Contractor is a joint venture of two or more entities, all such entities shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture. The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.
10. Project Manager's Decisions	10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

11. Delegation	11.1 The Project Manager may delegate any of his duties and responsibilities to other people after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
12. Communications	<p>12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:</p> <p>(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the SCC; and</p> <p>(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However:</p> <p>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.</p> <p>Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.</p> <p>12.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
13. Subcontracting	<p>13.1 For GoN Funded:</p> <p>A list of approved Subcontractors including its value/works is included as Article 2 (k) of contract Agreement Approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties, or responsibilities under the contract.</p> <p>For DP Funded:</p> <p>The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. Bidders may propose subcontracting up to the percentage of total value of contracts as specified in the SCC. The Sub contractor shall meet the qualification requirement as specified in SCC.</p>
14. Other Contractors	14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
15 Personnel and Equipment	<p>15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further</p>

	connection with the work in the Contract.
	15.3 If the Employer, Project Manager, or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.
16. Employer's and Contractor's Risk	16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
17. Employer's Risks	<p>17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <p>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
18. Contractor's Risks	18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
19. Insurance	<p>19.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) Personal injury or death.</p> <p>19.2 Policies and certificates for insurance shall be delivered by the Contractor to the</p>

	Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred.
	19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	19.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
	19.5 Both parties shall comply with any conditions of the insurance policies.
20. Site Investigation Reports	20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC , supplemented by any information available to the Contractor.
21. Contractor to Construct the Works	21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
22. The Works to Be Completed within intended Completion Date	22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the intended Completion Date.
23. Design by contractor and Approval by the Project Manager	23.1 The contractor shall be responsible for the design of permanent works as specified in SCC .
	23.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
	23.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before their use.
	23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.
24. Safety, Security and Protection of the Environment	<p>24.1 The Contractor shall, throughout the execution, and completion of the works and remedying of any defects therein:</p> <ul style="list-style-type: none"> a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons. b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works of for the safety and convenience of the public or others. c. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons <p>or to property of the public or others resulting from pollution, noise or other</p>

	<p>causes arising as a consequence of his methods of operation.</p> <p>d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion.</p> <p>e. Any spoil or material removed from drains shall be disposed of to designated stable tipping areas as directed by the Project Manager.</p> <p>f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works.</p> <p>g. The Project Manager shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife.</p> <p>h. Provide on the Site such lifesaving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.</p>
25. Discoveries	25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
26. Possession of the Site	26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
27. Access to the Site	27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
28. Instructions, Inspections and Audits	<p>28.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub consultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>28.3 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Sub-Clause 73.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under this Sub-Clause constitute a obstructive practice subject to contract termination.</p>
29. Dispute Settlement	<p>29.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>29.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party 's request for such amicable settlement may be</p>

	referred to Arbitration within 30 days after the expiration of amicable settlement period.
30. Procedures for Disputes	30.1 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepal at the place within the territory of Nepal given in the SCC .
B1.Staff and Labor	
31. Forced Labor	31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements.
32. Child Labor	32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
33.Non-discrimination and Equal Opportunity	34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
B. Time Control	
34. Program	34.1 Within the time stated in the SCC , after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
	34.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	34.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC . If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.
	34.4 The Project Manager's approval of the Program shall not alter the Contractor's

	obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
35. Extension of the Intended Completion Date	<p>35.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>35.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 21 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date. Along with full supporting information the contractor shall also submit Performance Security, Advanced Payment Guarantee and insurance Policy with extended validity as well as revised work schedule.</p>
36. Acceleration	<p>36.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>36.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.</p>
37. Delays Ordered by the Project Manager	37.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
38. Management Meetings	<p>38.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>38.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
39. Early Warning	<p>39.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>39.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any</p>

	resulting instruction of the Project Manager.
C. Quality Control	
40. Identifying Defects	40.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
41. Tests	41.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
42. Correction of Defects	42.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at issuance of taking over certificate pursuant to GCC clause 69.2, and is defined in the SCC . The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	42.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
43. Uncorrected Defects	43.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
D. Cost Control	
44. Contract Price	44.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
	44.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
45. Changes in the Contract Price	45.1 In the case of an Unit Rate contract: <p>(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p>(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent, except with the prior approval of the Employer.</p> <p>(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p>
	45.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the

	Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
46. Variations	<p>46.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.</p> <p>46.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>46.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>46.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>46.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>46.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 45.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p>
47. Cash Flow Forecasts	47.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
48. Payment Certificates	<p>48.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>48.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor.</p> <p>48.3 The value of work executed shall be determined by the Project Manager.</p> <p>48.4 The value of work executed shall comprise:</p> <p>(a) In the case of a Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or</p> <p>(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.</p> <p>48.5 The value of work executed shall include the valuation of Variations and</p>

	<p>Compensation Events.</p> <p>48.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>
49. Payments	<p>49.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made.</p> <p>49.2 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>49.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>
50. Compensation Events	<p>50.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

	<p>50.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>50.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p> <p>50.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p>
51. Tax	<p>51.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 53.</p>
52. Currency	<p>52.1 The currency of Contracts shall be Nepalese Rupees.</p>
53. Price Adjustment	<p>53.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.</p> <p>53.2 Adjustment Formulae¹⁰: The formulae will be of the following general type:</p> $pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + etc.$ <p>Where:</p> <p>pn is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Clause 49;</p> <p>A is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments;¹¹ b, c, d, etc., coefficients representing the estimated proportion of each cost element</p>

¹⁰ For complex Works involving several types of construction work with different inputs, a family of Formulae will be necessary. The various items of Day work may also require different formulae, depending on the nature and source of the inputs

¹¹ Insert a figure for factor A only where there is a part of the Contractors' expenditures which will not be subject to fluctuation in cost or to compensate for the unreliability of some indices. A should normally be 0.15. The sum of A , b , c , d , etc., should be one.

	<p>(labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC;</p> <p><i>Ln, Mn, En</i>, etc., are the current cost indices or reference prices of the cost elements for month “n,” determined pursuant to Sub-Clause 53.4, applicable to each cost element; and</p> <p><i>Lo, Mo, Eo</i>, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 53.4.</p>
	<p>53.3 Sources of Indices and Weightings: The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Project Manager and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor’s proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Project Manager.</p>
	<p>53.4 Base, Current and Provisional Indices: The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p>
	<p>53.5 Weightings: The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 46 or for any other reason.</p>
	<p>53.6 Where, price adjustment provision is not applicable pursuant to Sub-clause 53.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas:</p> <p>For unexpected increase in price</p> $P = [R_1 - (R_0 \times 1.10)] \times Q$ <p>For unexpected decrease in price P</p> $= [R_1 - (R_0 \times 0.90)] \times Q$ <p>Where:</p> <p>“P” is price adjustment amount</p> <p>“R₁” is the present price of the construction material (Source of indices shall be those listed in the Bidding forms)</p>

	<p>“R₀” is the base price of the construction material</p> <p>“Q” is quantity of the construction material consumed in construction during the period of price adjustment consideration If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms-Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Project manager and shall be as stated in SCC..</p>
	53.7 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount as specified in the SCC.
	53.8 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract.
54. Retention	54.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.
	54.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 70.1 , half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.
	<p>54.3 The Contractor may substitute retention money with an unconditional bank guarantee issued from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law if:</p> <ul style="list-style-type: none"> (a) at least eighty (80) percent of the whole works have been completed, (b) progress of the works is satisfactory in accordance with the Contract as per approved work schedule, and (c) it can be assured that the works can be completed at the intended completion date. <p>The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of Defect Liability Period.</p>
	54.4 If retention money is substituted by bank guarantee in accordance with clause 54.3, the bank guarantee shall be submitted either using the Retention Money Security Form included in Section X (Contract Forms) or in another Form acceptable to the employer. The validity of the bank guarantee shall be at least one month more than the end of defect liability period.
55. Liquidated Damages	55.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC . The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
	55.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated

	damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 49.
56. Bonus	56.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
57. Advance Payment	57.1 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. The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of intended completion date.
	57.2 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.
	57.3 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.
	57.4 If the advance provided under GCC 57.1 is not repaid 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 57.1, and shall also recover interest on the advance amount from the Contractor at a rate stated in SCC .
58. Securities	58.1 The Performance Security, including any additional security required as per ITB 35.5 and ITB 40.1, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC , by a 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 Defect Liability Period. However, if the bidder quoted a bid price more than fifteen (15) percent below the estimated cost, the bidder may submit a separate performance security for the amount exceeding five percent of the bid price, as per ITB 40.1 (ii), which

	<p>shall be valid until a date 30 days beyond the end of the intended completion date.</p> <p>Any additional performance security required as per ITB 35.5 shall be valid until a date 30 days beyond the end of the intended completion date.</p>
	58.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.
59. Dayworks	<p>59.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>59.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>59.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p>
60. Cost of Repairs	60.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
F. Force Majeure	
61. Definition of Force Majeure	<p>61.1 In this Clause, "Force Majeure" means an exceptional event or circumstance,</p> <ul style="list-style-type: none"> (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome; and (d) which is not substantially attributable to the other Party.
	<p>61.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <ul style="list-style-type: none"> (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel; (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic

	activity.
62. Notice of Force Majeure	62.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
	62.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
	62.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
63. Duty to Minimize Delay	63.1 Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
	63.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
64. Consequences of Force Majeure	64.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC 62, and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC 30 to <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under GCC35 ; and (b) if the event or circumstance is of the kind described in sub-paragraphs (a) to (d) of GCC 61.2 and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC 19.
	64.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC 10 to agree or determine these matters.
65. Force Majeure Affecting Subcontractor	65.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.
66. Optional Termination, Payment and Release	66.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 90 days by reason of Force Majeure of which notice has been given under GCC 62, or for multiple periods which total more than 150 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the

	<p>termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC 72.5.</p> <p>66.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include</p> <ul style="list-style-type: none"> (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works; (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.
67. Release from Performance	<p>67.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance,</p> <ul style="list-style-type: none"> (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC 66 if the Contract had been terminated under GCC 66.
G. Finishing the Contract	
68. Completion	<p>68.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.</p> <p>68.2 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.</p>
69. Taking Over	<p>69.1 In the contractor's Opinion, if the works are complete and ready for taking over, the contractor may apply by notice to the Project Manager for a Taking-Over Certificate. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.</p>

	<p>69.2 The Project Manager shall, within 30 days after receiving the Contractor's application:</p> <p>(a) issue the Taking-Over Certificate to the Contractor if physical progress of works is at least ninety (90) percent in accordance with the Contract except for any minor outstanding work and defects (as listed in the Taking-Over Certificate) which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or</p> <p>(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.</p> <p>69.3 If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially completed in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.</p>
70. Final Account	<p>70.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.</p>
71. Operating and Maintenance Manuals	<p>71.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.</p> <p>71.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC 71.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.</p>
72. Termination	<p>72.1 The Employer may terminate the Contract at any time if the contractor;</p> <ol style="list-style-type: none"> does not commence the work as per the Contract, abandons the work without completing, fails to achieve progress as per the Contract. <p>72.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>72.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ol style="list-style-type: none"> the Contractor uses the advance payment for matters other than the contractual obligations, 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; the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; the Employer or the Contractor is made bankrupt or goes into liquidation

	<p>other than for a reconstruction or amalgamation.</p> <ul style="list-style-type: none"> e. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; f. the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; g. the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub clause 22.1 and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; h. the Contractor does not maintain a Security, which is required; i. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; and j. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 73.1. <p>72.4 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 72.3 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>72.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>72.6 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>
73. Fraud and Corruption	<p>73.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.</p> <p>73.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GCC Clause 15.</p> <p>For the purposes of this GCC 73;</p> <ul style="list-style-type: none"> (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. (ii) "fraudulent practice"⁵ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice"⁶ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence

	<p>improperly the actions of another party;</p> <p>(iv) “coercive practice”⁷ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the GON’s/DP’s inspection and audit rights provided for under GCC28.3.</p>
74. Black Listing	<p>74.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Bidder or contractor for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder or contractor:</p> <p>(a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.</p> <p>(b) If convicted from a court of law in a criminal offense liable to be disqualified for taking part in procurement contract,</p> <p>(c) If it is established that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>
75. Payment upon Termination	<p>75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate. 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>75.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for 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>75.3 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>
76. Property	<p>76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.</p>
77. Release from	<p>77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely</p>

Performance	outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
78.Suspension of DP Loan/Credit/Grant	<p>78.1 In the event that the DP suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made:</p> <ol style="list-style-type: none"> the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the DP's suspension notice; and if the Contractor has not received sums due him within the 30 days for payment provided for in GCC 49.1, the Contractor may immediately issue a 15-day termination notice.
79. Eligibility	<p>79.1 The Contractor shall have the nationality of an eligible country as specified in Section V of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.</p> <p>79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section V of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.</p> <p>79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>
80. Project Manager's Duties and Authorities	80.1 The Project Manager's duties and authorities are restricted to the extent as stated in the SCC.
81. Quarries and Spoil Dumps	81.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Project Manager in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.
82. Local Taxation	82.1 The prices bid by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services

	performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.
83. Value Added Tax	83.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.
84. Income Taxes on Staff	84.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations. 84.2 The issue of the Final Account Certificate pursuant to clause GCC 70 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.
85. Duties, Taxes and Royalties	85.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor. 85.2 The Contractor shall familiarize himself with GON the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible. 85.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the local District Development Committee (DDC) as may be in force at the time. The Contractor, sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the DDC.
86. Member of Government, etc, not Personally Liable	86.1 No member or officer of GoN or the Employer or the Project Manager or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.
87. Approval of Use of Explosives	87.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.
88 Compliance with Regulations for Explosives	88.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
89. Permission for Blasting	89.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected,

	or likely to be concerned or affected by blasting operation.
90. Records of Explosives	90.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Project Manager.
91. Traffic Diversion	91.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Project Manager. All traffic devices used shall be designed in accordance with the instruction of Project Manager.

Section IX: Special Conditions of Contract

The following Special Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Water Resources and Irrigation Development Division, Panchthar

Construction of Bhatta Kulo Irrigation Project, Phidim Municipality Ward No. 5, Chokmagu, Panchthar

Contract Identification No.: WRIDD-PANCHTHAR/BHATTA/WORKS/NCB-
01/081-82

Special Conditions of Contract

A. General	
GCC 1.1 (p)	The Employer is Water Resources and Irrigation Development Division, Panchthar
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be: 18 months from the Start Date
GCC 1.1(bb) & GCC10.1	The Project Manager is Division Chief, Water Resources and Irrigation Development Division, Panchthar The Project Manager and Engineer are synonyms.
GCC 1.1 (ee)	The Site is located at Phidim -2, Chokmagu, Panchthar and is defined in drawings .
GCC 1.1 (hh)	The Start Date shall be 7 days after the date of contract agreement.
GCC 1.1 (ll)	The Works consist of Construction of Canal and Related Structures.
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(i)	The following documents also form part of the Contract: Addenda and other clarifications (if any) issued before the deadline of bid submission.
GCC 3.1	The language of the contract is ENGLISH/NEPALI The law that applies to the Contract is the law of NEPAL
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 12.1 (a)	The agreed electronic transmission shall be panchthar.irrigation@ gmail.com
GCC 13.1	<u>For GoN Funded:</u> Maximum percentage of subcontracting permitted is 25% of the total contract amount (without VAT but including PS). Nature of Works that agreed to be subcontracted and Details of Sub-Contractors: Not Applicable For DP Funded: Not Applicable Qualification Criteria The proposed sub-contractor shall meet the following requirements: Not Applicable
GCC 14.1	Schedule of other contractors: NA
GCC 19.1	The minimum insurance amounts and deductibles shall be:

	<ol style="list-style-type: none"> 1. The minimum cover for loss of or damage to the Works, Plant and Materials is: 115% of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is: 0.75% of sum insured 3. The minimum cover for loss or damage to immovable Equipment/plants is: 100 % (i.e Replacement Cost). 4. The maximum deductible for insurance of immovable Equipment/plant is: 1 % of sum insured. 5. The minimum cover for loss of or damage to other property is: NRs. 10,00,000.00 with unlimited number of occurrences. 6. The maximum deductible for insurance of other property is: 1 % of sum insured. 7. The minimum cover for personal injury or death insurance <ol style="list-style-type: none"> i. for the Contractor's employees is that specified in the Labor act of Nepal and ii. for other people is: NRs. 0.8 million with an unlimited number of occurrences.
GCC 20.1	Site Investigation Reports are: NA
GCC 23.1	The following shall be designed by the Contractor: NA
GCC 26.1	The Site Possession Date(s) shall be: Within 15 days from the date of contract agreement at Phidim – 2, Chokmagu, Panchthar.
GCC 30.1	The place of arbitration shall be: Kathmandu, Nepal (as per NEPCA)
C. Time Control	
GCC 34.1	The Contractor shall submit for approval a Program for the Works within 30 days from the date of the Letter of Acceptance.
GCC 34.3	<p>The period between Program updates is 90 days.</p> <p>The amount to be withheld for late submission of an updated Program is NRs. 1,00,000.00</p>
D. Quality Control	
GCC 42.1	The Defects Liability Period is: 365 days.
E. Cost Control	
GCC 49.1	Prevailing Interest Rate: 0 %
GCC 53.1	<p>The Contract is subject to price adjustment, and the following information regarding coefficients does apply.</p> <p>The coefficients and indices for adjustment of prices in Nepalese Rupees shall be as specified in the Table of Adjustment Data submitted by bidder together with the Letter of Price Bid which is approved by the Project manager and attached as Annex-1.</p>
GCC 53.6	Base Price of Construction Materials applicable for price adjustment shall be as per the Table of Adjustment Data submitted by Bidder together with the Letter of Price

	Bid which is approved by the Project manager and attached as Annex-1.
GCC 53.7	The Price Adjustment amount shall be limited to a maximum of: For GoN Funded: 25 % percentage of the initial Contract Amount (without VAT but including PS) For DP Funded: Not Applicable
GCC 54.1	The proportion of payments retained is: For GoN Funded: 5 (five) percent For DP Funded: NA
GCC 55.1	The liquidated damages for the whole of the Works are 0.05 Percent of the final Contract Price (without VAT but including PS) per day. The maximum amount of liquidated damages for the whole of the Works is 10 Percent of the final Contract Price (without VAT but including PS).
GCC 56.1	The provision of bonus Not Applicable in the contract.
GCC 57.1	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. 1st installment: 10% after signing contract, submission of APG, Insurance, Work Schedule and PB, and 2nd installment: 10% after start of work at site, submission of Material test report and submission of APG.
GCC 57.3	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 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 57.4	Recover interest on the advance amount from the Contractor should be at a rate of 10 %.
GCC 58.1	The Performance Security amount is: 5% of Amount at the time of Contract agreement (If bid price of the bidder selected for acceptance is up to 15 % below the approved cost estimate including PS) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate (including PS), the performance security amount shall be determined as follows: Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price}$.
G. Finishing the Contract	
GCC 71.1	The date by which operating and maintenance manuals are required is: NA
GCC 71.2	The date by which “as built” drawings are required is: Before Final Bill Payment The amount to be withheld for failing to produce “as built” drawings: NRs. 3,00,000.00
GCC 72.3 (i)	The maximum number of days is: 200

GCC 80	<p>The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions :</p> <ol style="list-style-type: none"> Approving subcontracting of any part of the works under General Conditions of Contract Clause 13; Certifying additional costs determined under General Conditions of Contract Clause 50; Determining start date under General Conditions of Contract Clause 1; Determining the extension of the intended Completion Date under General Conditions of Contract Clause 35; Issuing a Variation under General Conditions of Contract Clause 1 and 46, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. Adjustment of rates under General Conditions of Contract Clause 45;
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Section X: Contract Forms

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

Letter of Intent

[on letterhead paper of the Employer]

Date:

To:*Name and address of the Contractor*.....**Subject: Issuance of letter of intent to award the contract.....**

This is to notify you that, it is our intention to award the contract *[insert date]*for execution of the *[insert name of the contract and identification number, as given in the Contract Data/SCC]* to you as your bid price Nepalese Rupees *[insert amount of contract price in figures and words including taxes]* as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name:

Title:

CC:

[Insert name and address of all other Bidders, who submitted the bid]***[Notes on Letter of Intent***

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsive lowest evaluated bid.]



[Signature]
मि. डिमिजन प्रमुख

Letter of Acceptance

[on letterhead paper of the Employer]

Date:

To:*Name and address of the Contractor*Subject:*Notification of Award*

This is to notify that your Bid for the Invitation of Bids dated*[Insert date of bid invitation]*for execution of the.....*[Insert name of the contract and identification number, as given in the Contract BDS/SCC]* for the Contract price of Nepalese Rupees *[insert amount of contract price in figures and words including taxes]*, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security of **NRs.** in accordance with the Conditions of Contract, using for that purpose the Performance security Form included in Section X (Contract Forms) of this Bidding Document.

Authorized Signature:

Name and Title of Signatory:



[Signature]
मि. डिमिजन प्रमुख

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letters of Technical and Price Bid;
 - (c) the Addenda Nos *Insert addenda numbers if any*
 - (d) the Special Conditions of Contract;
 - (e) the List of Eligible Countries that was specified in Section V of the bidding document,
 - (f) the General Conditions of Contract;
 - (g) the Specification;
 - (h) the Drawings;
 - (i) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
 - (j) Table of Price Adjustment Data
 - (k) List of Approved Subcontractors [For GoN funded project]
 - (l)[Specify if there are any other document]
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year indicated above.

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

Witness, Name Signature, Address, Date

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

Witness, Name, Signature, Address, Date



मि. डिमिजन प्रमुख

List of Approved Subcontractors

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

Name of Subcontractors	Description of Works	Value/Percentage of subcontract

Performance Security

(On letterhead paper of the Bank)

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

Beneficiary: *[insert Name and Address of Employer]*

Date:

Performance Guarantee No.:

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

Note:

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

* *The Guarantor shall insert an amount representing the 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.*

Advance Payment Security

(On letterhead paper of the Bank)

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

Beneficiary:*[insert Name and address of employer]*

Date :

Advance Payment Guarantee No.....

We have been informed that *[insert name of the Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No.*[insert refrence number of the contract]* dated*[date]*..... with you, for the execution of*[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum Nepalese Rupees *[Insert amount in figures*and in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we... *[insert name of the Bank]*, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Nepalese Rupees*[insert amount in figures* and amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

- (a).....Used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b)... Has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the contract, specifying the amount payable by the contractor.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

Note:

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

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

*** Insert the date Thirty days after the 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.*



[Signature]
मि. डिमिजन प्रमुख

Retention Money Security

(On letterhead paper of the Bank)

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

Beneficiary: _____ *[Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when at least eighty (80) percent of the whole works have been completed, progress of the works is satisfactory in accordance with the Contract as per approved work schedule and it can be assured that the works can be completed at the intended completion date, payment of *[insert the amount of the Retention Money]* is to be made against a Retention Money guarantee.

At the request of the Contractor, we, .. *[insert name of the Bank]*, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Nepalese Rupees _____ *[insert amount in figures and amount in words]¹* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the day of, ... ², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Seal of Bank and signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert the amount of the Retention Money.

² Insert the same expiry date which is 30 days more than the end of Defect Liability Period. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



[Signature]
मि. डिमिजन प्रमुख

Annex-1

Table of Price Adjustment Data
[SCC 53.1]

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - adjustable (A)			0.15	0.15
	Labor (b)				
	Materials (c)				
	Equipment usage (d)				
		Total			1.00

Note: Base value and Bidder's proposed weighting coefficient to be filled as per "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Employer in case of the alternative provision of Bidder proposed value and weighting coefficient.

Table of Price Adjustment Data
[SCC 53.6]

Code	Construction Material*	Unit	Base Price (NRs/Unit) ** (Ex-factory)	Source (Factory)**
1	2	3	4	5

** For the purpose of calculation of price adjustment, the Ex-factory price of the same source mentioned in the table shall be taken into consideration.

Note: Base Price and source to be filled as per "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Employer in case of the alternative provision of Bidder proposed source and base price.

SECTION-VI

Bill of Quantities

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 labor, 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.

Bill of Quantities

1 Provisional Sum

Procurement Item Details					
SL. No	Item Description	Unit	Quantity	Unit Rate(NPR)	Amount(NPR)
1	Insurance against damage to works,Plant and Materials.	PS	1.0	32929.0	32,929.00
2	Insurance against damage to Equipments.	PS	1.0	32929.0	32,929.00
3	Insurance against Loss or Damage to Property(except the works,palnt,Materials and Equipment).	PS	1.0	32929.0	32,929.00
4	Insurance against Personal injury and Death.	PS	1.0	32929.0	32,929.00
5	Preparation of as-built drawing.	PS	1.0	10976.0	10,976.00
6	Commission for Performance Bond.	PS	1.0	8834.0	8,834.00

2 Construction work

2.1 Works for complete or part construction and civil engineering work

2.1.1 Construction work for water projects

Procurement Item Details						
SL. No	Item Description	Unit	Quantity	Bidder's Rate (NPR)	Bidder's Rate (in words)	Total Amount (NPR)
1	Excavation of soft clay & Silty soil	m3	127.02			
2	Excavation of hard clay & soils mixed with soft moorum stones with initial lead and lift	m3	283.38			
3	Medium type rock cutting	m3	5.82			
4	Hard rock cutting without chisel	m3	5.82			
5	Earthwork in filling & Back filling	m3	147.26			
6	Dry Boulder soling work including supply of all materials	m3	196.87			
7	P.C.C. 1:3:6 Work including supply of all materials	m3	85.29			
8	P.C.C. 1:2:4 Work including supply of all materials	m3	312.07			
9	P.C.C. 1:1.5:3 Work including supply of all materials	m3	17.68			
10	Supply ,bending, binding, cutting and placing of reinforcement bar.	kg	22578.7			

Procument Item Details						
SL. No	Item Description	Unit	Quantity	Bidder's Rate (NPR)	Bidder's Rate (in words)	Total Amount (NPR)
11	Making wodden forms including supply and slection of materials fixing dismantling hauling upto 30m.	m2	3597.36			
12	R. R. masonry work in (1: 6) cement sand motar including supply of all materials	m3	128.63			
13	Supply of heavy coated machine made hexagonal gabion box with mesh size(100x120)mm mesh size& mesh wire 3mm,lacing wire 2.64mm salvage wire 3.9 mm	m2	1223.0			
14	Supply of boulder stone and filling boulder stone in gabion boxes with perfect line and level including placing in position , stretching,tying, tightening and closing from top etc. all complete.	m3	226.0			
15	Supply & Laying of 90mm dia PE 100,PE 6, HDPE Pipe for weep holes all complete.	m	180.0			
16	Supply of PE-100 PN-6 HDP 125 mm dia as pipe per mention specification.	m	132.0			
17	Laying and butt Jointing of HDPE pipe	m	132.0			
18	Supply ,Laying and placing of 230mm wide PVC rubber seal.	m	116.2			
19	Supplying and fixing of Trash rack	Nos	1.0			
20	Supply and fixing of Wooden gate as specified and directed by Engineer	Nos	2.0			
Total of Procument Items						
Total Item Price						
VAT						
Grand Total						