



Adventist Development and Relief Agency (ADRA) Nepal

BIDDING DOCUMENT

Issued on 29 April 2025

for

Ganesh Bharati Secondary School Classroom Construction (*GBSSCCo*)

at Banepa -12, Kavre

Ref. Bid Number: D1-109/2024/025

Name of Bidder: _____

Address: _____

Signature & Firm's Seal: _____

Submitted to:

Adventist Development and Relief Agency (ADRA) Nepal

Bakhundole, Maitrimarg, Lalitpur

Abbreviations

BD	Bidding Document
BF	Bidding Forms
BDS.....	Bid Data Sheet
BOQ.....	Bill of Quantities
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid
COF	Contract Forms
DP	Development Partners
ELI.....	Eligibility
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
GoN.....	Government of Nepal
GBSSCCo	Ganesh Bharati Secondary School Classroom Construction
ICC.....	International Chamber of Commerce
IFB.....	Invitation for Bids
ITB.....	Instructions to Contractors
JV	Joint Venture
NCB	National Competitive Bidding
PAN.....	Permanent Account Number
PPMO	Public Procurement Monitoring Office
RM.....	Rural Municipality
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS.....	Technical Specifications
VAT	Value Added Tax

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INVITATION FOR BID

For

Ganesh Bharati Secondary School Classroom Construction (GBSSCCo)

Ref Bid No.: **D1#109/2024/025**

Date of publication: 29 April 2025

ADRA, the global humanitarian organization of the Seventh-day Adventist Church, is dedicated to delivering relief and development support to individuals in more than 120 countries – regardless of their ethnicity, political affiliation, gender, or religious association. By partnering with local communities, organizations, and governments, we ensure our programs are culturally appropriate and empower local capacities for sustainable change.

In Nepal, ADRA has been a trusted development partner for over 35 years, with expertise in health, livelihoods, education, and disaster risk management. We work with all three levels of government and with civil society nationwide, with a focus on the provinces of Madhesh, Bagmati, Lumbini, Karnali, and Sudurpachim.

ADRA Nepal has been implementing the United for Education (UFE) Project and providing sponsorship to prevent child labour for many years. This has greatly helped attain improved educational opportunities and the quality of life for the children. ADRA Nepal supports various child-centered programs. These programs include the renovation and construction of school buildings. As part of its school infrastructure development.

ADRA Nepal invites sealed bids or email submissions from eligible Contractors/Construction companies and firms.

A complete set of bid documents can be downloaded from the "Get Involved" section of the ADRA Nepal website or accessed via the following link:

<https://adranepal.org/get-involved/express-of-interest-2/>

1. Interested and eligible Contractors/Construction companies and firms are requested to submit bid including required set of documents with deposit slip Bid Security.
2. Bid subject title should be '**Ganesh Bharati Secondary School Classroom Construction (GBSSCCo)**'
3. Bids must be submitted to ADRA Nepal at Lalitpur-01, Maitri Marg, Bakhundole, Nepal, or via email to tenders@adranepal.org no later than 5:00 PM on 19 May, 2025.
4. Deadline for request for any clarifications via email procurement@adranepal.org by 15 May 2025.
5. Bid should be valid for a period of 60 days and must be accompanied by all required documents.

6. Information by the bidder, which is either incomplete or unclear or not substantiated by supporting documents, shall not be considered for further evaluation.
7. Bidders are advised to visit sites and assess the actual site conditions before submitting their Bid.
8. Bidders should submit bid document including Bank guarantee (bid bond) equal to 2.5% of bid amount, Bank Guarantee should be issued by A class bank of Nepal. The Bank Guarantee should be valid for at least 30 days. **Bank details for Bid security deposit:**
 - Name of Office (Account Holder): **ADRA Nepal**
 - Name of the Bank: **Nabil Bank, Pulchowk**
 - Account No.: **00210017560321**
9. Bids received after the deadline shall not be considered for further evaluation.
10. In the case of discrepancies or error in bid documents, bid notice or any other documents, ADRA Nepal reserves the right to accept or deny or amend and correct at any time. The figure for the bid amount must be clear if any discrepancy arises, the amount written in figure written in word will be valid.
11. Bidder shall quote the total Bid Price in the Bill of Quantities (BOQ) (in Figure as well as in words) inclusive of VAT. The Total Bid Price must be mentioned either in Bill of Quantity (BoQ) or Letter of Bid, otherwise the Bid shall be considered non-responsive and shall be rejected
12. ADRA Nepal reserves the right to accept or reject, whole or partly, any or all the bids without stating any reason whatsoever.
13. ADRA Nepal reserves the right to open the bid without the presence of the bidder's representative, but the result will be published in **Notice Board of ADRA NEPAL Office.**
14. For further information please contact:

ADRA Nepal,

Lalitpur-01, Maitri Marg Bakhundole.

Tel No.: +977 (1) 5455913/14

Email : procurement@adranepal.org

PART 1 - BIDDING PROCEDURES

Section I: Instruction to Bidders

A. General	
1. Scope of Bid	<p>1.1. The Purchaser stated in the BDS for the “Ganesh Bharati Secondary School Classroom Construction (GBSSCCo)” as detailed in attached Drawings, Technical Specifications and the Bill of Quantities provided herein.</p> <p>The successful Bidder/Contractor must complete all the assignments by the Completion Date specified as mentioned in the BDS.</p>
2. Eligible Bidders	<p>2.1 This Invitation for Bids is open to all registered Contractors/Construction companies and firms with eligibility criteria specified below.</p> <ul style="list-style-type: none"> a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate of the last FY d) Business registration certificate <p>2.2 A Contractor declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to Bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</p> <p>2.3 If the purchaser has not undertaken prequalification of potential Contractors, all Contractors/Bidders shall include the following information and documents with their Bids in Section III (Bid Data Sheet), unless otherwise stated in the Bidding data:</p> <ul style="list-style-type: none"> a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of Bid to commit the Bidder, b) Total monetary value of related business work performed for each of the last three fiscal years, c) Experience of work of a similar nature and size of work during each of the last three years. d) Clients reference list who may be contacted for further information on those contracts, e) Qualifications and experience of key site management and technical personnel proposed for the contract. <p>2.4 To qualify the award of the contract, Contractors shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"> a) General Work Experience as a sole prime contractor or management contractor as specified in Bidding Data Sheet, b) Average annual volume of related business work completed as a sole prime contractor or management in the last three years of at least the amount specified in the Bidding Data, c) Proposal for the timely acquisition (own, lease, hire etc.) of the essential equipment in working conditions for the contract duration listed in the Bidding data.
3. One Quotation per Bidder	<p>3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one Bid/quotation shall cause all the quotations with the Bidder's participation to be disqualified.</p>

<p>4. Cost of Bidding</p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of the Bids/Quotation and the Purchaser shall in no case be liable for those costs.</p>
<p>5. Site Visit</p>	<p>5.1 For the Construction and Quality of work at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Sites and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Construction and Quality of work.</p> <p>5.2 The Bidder should ensure that the purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>5.3 The costs of visiting the Site shall be at the Bidder's own expense.</p>
<p>B. Bidding Documents</p>	
<p>6. Contents of Bidding Document</p>	<p>6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 8.</p> <ul style="list-style-type: none"> a) Invitation for Bids (IFB) b) Section I: Instructions to Bidders (ITB) c) Section II: Bid Data Sheet (BDS) d) Section III: Evaluation and Qualification Criteria (EQC) e) Section IV: Bidding Forms (BF) f) Section V: Schedule of Requirements (SR) g) Section VI: General Conditions of Contract (GCC) h) Section VII: Special Conditions of Contract (SCC) i) Section VIII: Contract Form (COF) <p>6.2 The Invitation for Bids issued by the purchaser is not part of the Bidding Document.</p> <p>6.3 The Purchaser 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 purchaser in the Invitation for Bids.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document 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.</p>
<p>7. Clarification of Bidding Document/Meeting</p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the purchaser in writing at the purchaser's address or via given email address indicated in the BDS and the purchaser shall respond to such requests.</p>

<p>8. Amendment of Bidding Document</p>	<p>8.1 At any time prior to the deadline for submission of Bids, the purchaser may amend the Bidding Document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing from the purchaser.</p> <p>8.3 To give prospective Bidders a reasonable time in which to take an addendum into account in preparing their Bids, the purchaser shall extend, as necessary, the deadline for the submission of Bids.</p>
<p>C. Preparation of Bids</p>	
<p>9. Cost of Bidding</p>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p>
<p>10. Language of Bid</p>	<p>10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and purchaser, shall be written in the language specified in BDS. Supporting documents and printed literature that are part of the Bid may be in another language.</p>
<p>11. Documents Comprising the Bid</p>	<p>11.1 The Bid by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid, b) Completed Bill of Quantities (BoQ), in accordance with ITB Clauses 12, 13 and 14, or as stipulated in the BDS, c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 17, d) Documentary evidence of establishing the Bidder's eligibility as accordance with ITB 2 Clauses and BDS, e) Schedule of Requirements, f) Any other document required in the BDS. <p>11.2 The Bidder is solely responsible for the authenticity of the submitted documents.</p>
<p>12. Letter of Bid and Schedules</p>	<p>12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section IV (Bidding Forms) and Section V (Schedule of Requirements). 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.</p> <p>12.2 The Bidder shall submit the Price schedules/Bill of Quantities (BoQ) for construction works, according to their origin as appropriate, using the forms furnished in Section IV (Bidding Forms) and Section V (Schedule of Requirements).</p>

<p>13. Bid Prices and Discounts</p>	<p>13.1 The Bidder shall complete the appropriate Price Schedule/Bill of Quantities (BoQ) and the sources of Goods included herein, stating the unit prices, total cost per item, the total Bid amount under the contract.</p> <p>Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Price Schedule/Bill of Quantities and shall not be paid by the purchaser.</p> <p>13.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 26. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>13.3 The Bidder's separation of price components in accordance with ITB 13.1 above will be solely for the purpose facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.</p> <p>13.4 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission sheet.</p>
<p>14. Currency of Bid and Payment</p>	<p>14.1 The currency of the Bid and payment shall be in Nepalese Rupees.</p>
<p>15. Period of Validity of Bids</p>	<p>15.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the purchaser may request Bidder to extend the period of validity of their Bids. The request and the responses shall be made in writing.</p>
<p>16. Bid Security</p>	<p>15.3 Bidders are advised to submit bid document including Bank guarantee (bid bond) equal to 2.5% of total bid amount, Bank Guarantee should be issued by A class bank of Nepal. The Bank Guarantee should be valid for at least 30 days.</p> <p>15. Bank details for Bid security deposit:</p> <p style="padding-left: 40px;">Name of Office (Account Holder): ADRA Nepal</p> <p style="padding-left: 40px;">Name of the Bank: Nabil Bank, Pulchowk</p> <p style="padding-left: 40px;">Office Account No.: 00210017560321</p>

<p>17. Format and Signing of Bid</p>	<p>17.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL” if send hard copy or can be submitted scan documents to given email address.</p> <p>17.2 All bid documents 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 unamended printed literature, shall be signed or initialed by the person signing the Bid.</p>
<p>D. Submission and Opening of Bids</p>	
<p>18. Subject and Marking of Bids</p>	<p>Unless otherwise specified in BDS, Bidders shall submit their Bids by hand/by courier or can submit scan copies via email to tenders@adranepal.org with subject title “Ganesh Bharati Secondary School Classroom Construction (GBSSCCo)”.</p>
<p>19. Deadline for Submission of Bids</p>	<p>19.1 Bids must be received by the purchaser at the address and no later than the date and time indicated in the BDS.</p> <p>19.2 The purchaser 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 purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>20. Late Bids</p>	<p>20.1 The purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 19. Any Bid received by the purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p>21. Bid Opening</p>	<p>21.1 The purchaser shall open the Bids at place and time specified in the BDS without the presence of the Bidder’s representatives. Bidders will be informed after the decision. Bidding amount will be disclosed at the time of Bid opening.</p> <p>21.2 The purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder, the Bid Price, per Contract if applicable, including any discounts and alternative offers.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22. Confidentiality</p>	<p>22.1 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>22.2 Any attempt by a Bidder to influence the purchaser in the evaluation of the Bids or Contract Award decisions may result in the rejection of its Bid.</p>

<p>23. Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, and comparison of the Bids, the purchaser 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 purchaser shall not be considered. The purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the purchaser in the evaluation of the Bids, in accordance with ITB 28.</p> <p>24.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid may be rejected.</p>
<p>24. Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
<p>25. Determination of Responsiveness</p>	<p>25.1 The purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.</p> <p>25.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material Deviation, Reservation, or Omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract, <li style="text-align: center;">or ii. limit in any substantial way, inconsistent with the Bidding Document, the purchaser's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>25.3 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> <p>The purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.</p>

<p>26. Nonconformities, Errors, and Omissions</p>	<p>26.1 Provided that a Bid is substantially responsive, the purchaser may waive any non-conformities in the Bid that do not constitute a material deviation, reservation, or omission.</p> <p>26.2 Provided that a Bid is substantially responsive, the purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>26.3 Provided that a Bid is substantially responsive, the purchaser 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).</p> <p>26.4 If the monetary value of such non-conformities is found to be more than fifteen percent of the Bid Price of the Bidder on account of minor discrepancies pursuant to ITB 27.3, such Bid shall be considered nonresponsive and shall not be involved in evaluation.</p>
<p>27. Correction of Arithmetical Errors</p>	<p>27.1 Provided that the Bid is substantially responsive, the purchaser shall correct arithmetical errors on the following basis:</p> <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 purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) If there is a discrepancy between the Bid price in the Summary of Price Schedule/Bill of Quantities and the Bid amount in item (c) of the Letter of Bid, the Bid price in the Summary of Price Schedule/Bill of Quantities will prevail and the Bid amount in item (c) of the Letter of Bid will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above. <p>27.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified.</p>

<p>28. Evaluation of Bids</p>	<p>28.1 The purchaser shall use the criteria and methodologies listed in this Clause.</p> <p>28.2 To evaluate a Bid, the purchaser shall consider the following:</p> <ol style="list-style-type: none"> a. whether the construction work plan and mobilization period are in accordance to purchaser's work schedule, b. whether the items quoted unit rates in the Price Schedule/Bill of Quantities are realistic or not, c. the Bid price, excluding VAT, Provisional Sums, and the provisions of installation, follow up, maintenance, commissioning etc., d. price adjustment for correction of arithmetic errors in accordance with ITB 28.1, e. price adjustment due to discounts offered in accordance with ITB 13.4, f. adjustment for nonconformities in accordance with ITB 27.3, g. application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria). <p>28.3 The purchaser reserves the right to accept or reject any variations/Deviation or alternative offers. Variations/deviations and alternative offers and other factors which are in excess of the requirements of the Bidding Document or otherwise result in unsolicited benefits for the Purchaser will not be considered in Bid evaluation.</p> <p>28.4 If the Bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded in the opinion of the purchaser, the purchaser may require the Bidder to produce detailed price analysis for any or all items of the Price Schedule/Bill of Quantities. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the purchaser may require that the amount of the performance security be increased by additional 8% of the quoted amount to protect the purchaser against financial loss in the event of default of the successful Bidder under the Contract. And if the clarification is found unsatisfactory then the purchaser may reject such Bid.</p>
<p>29. Comparison of Bids</p>	<p>29.1 The purchaser shall compare all substantially responsive Bids in accordance with ITB 29.2 to determine the lowest evaluated Bid.</p>
<p>30. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</p>	<p>30.1 The Purchaser 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 assigning any reasons whatsoever and without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.</p>
<p>F. Award of Contract</p>	
<p>31. Award Criteria</p>	<p>31.1 The purchaser shall select to 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.</p> <p>31.2 The purchaser shall have the right to award the Contract with suitable justification.</p>

<p>32. Letter of Intent to Award the Contract/Notification of Award</p>	<p>32.1 The purchaser shall notify the bidder concerned whose Bid has been selected in accordance with ITB 32.1 within five (5) days of the selection of the Bid, in writing that the purchaser has intention to accept its Bid and the information regarding the name, address and amount of selected Bidder shall be communicated to all other Bidders who submitted the Bid. The notification (hereafter called the “Letter of Intent to Award”) to the Bidder shall state the sum that the purchaser shall pay to Bidder in the execution and completion of the Contract.</p>
<p>33. Signing of Contract</p>	<p>33.1 The purchaser and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 34.1.</p> <p>33.2 At the same time, the purchaser shall affix a public notice on the result of the award with following information on its notice board.</p> <ul style="list-style-type: none"> (a) Name of the procurement; (b) IFB number; (c) Date and name of newspaper published the IFB notice; (d) Name of each Bidder who submitted a Bid; (e) Name and evaluated price of each Bid; (f) Name of Bidders whose bids were rejected and the reasons for their rejections; (g) Name of the successful Bidder and the price it offered; (h) Duration and summary scope of the Contract awarded.
<p>34. Advance Payment</p>	<p>34.1 Advance Payment shall be made according to the Contract Between the purchaser and the Bidder.</p>
<p>35. Conduct of Bidders</p>	<p>35.1 The Bidder shall be responsible to fulfil the obligations as per the requirement of the Contract Agreement and Bidding documents.</p> <p>35.2 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 or being involved in corrupt or fraudulent practice; (d) interference in participation of other prospective Bidders; (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings; (f) collusive practice among Bidders before or after submission of bids for distribution of works among Bidders or fixing artificial/uncompetitive bid price with an intention to deprive the purchaser the benefit of open competitive bid price. (g) contacting the purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract.

Section II: Bid Data Sheet

A. General	
ITB 1.1	<ul style="list-style-type: none"> • The scope of procurement is: The Construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein for ‘Ganesh Bharati Secondary School Classroom Construction (GBSSCCo) • Ref Bid ID : D1-109/2024/2025 • The purchaser is: ADRA Nepal, Maitri Marg, Bakhundole, Lalitpur, Nepal
ITB 2	<p>Bidder’s Eligibility Requirement:</p> <ul style="list-style-type: none"> (a) Up to date Firm/Company Registration Certificate (b) VAT and PAN Registration Certificates (c) Tax Clearance Certificate of last FY (d) Business registration certificate (if required) (e) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or business-related offence. (f) Previous work experience of similar nature (construction and/or renovation of building/ schools) in 3 years power of attorney (g) Latest 3 reference letter of experience (h) Other documents as accordance with ITB 2 sub-clauses
B. Bidding Document	
ITB 7.1	<p>For clarification purposes only, the purchaser’s address is:</p> <p style="text-align: right;">Lalitpur-01, Maitri Marg Bakhundole. Tel No.: +977 (1) 5455913/14 Email : procurement@adranepal.org</p>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1 (f)	<p>The Bidder shall submit the following additional documents with its Bid:</p> <ul style="list-style-type: none"> (a) Statement and disclosure of local agent (if any), A local agent bidding on behalf of the Bidder shall also furnish Agency registration, VAT registration and Income tax clearance / Submission certificates. (only if applicable)
ITB 15.1	The Bid validity period shall be: Sixty (60) days
ITB 17.1	Bidder can submit either hard copy -one copy of the original of the Bid or scan copies via email.
ITB 17.2	In written confirmation of authorization to sign on behalf of the Bidder shall indicate: The name and description of the document required to demonstrate the authority of the signature to sign the Bid such as Power of Attorney.
D. Submission and Opening of Bids	
ITB 18.1	Bidders shall have the option of submitting their Bids. option: "by hand / by courier or via Email"
ITB 19.1	<u>For Bid submission purposes only, the Purchaser’s address is:</u>

	Office: ADRA Nepal, Maitri Marg, Bakhundole, Lalitpur, Nepal or Email: tenders@adranepal.org <u>The deadline for Bid submission is:</u> Date: As mentioned in the IFB/tender notice
ITB 22.1	The Bid opening shall take place at: Address: ADRA Nepal, Maitri Marg, Bakhundole, Lalitpur, Nepal Date : As mentioned in the IFB/tender notice Time: As mentioned in the IFB/tender notice

Section III: Evaluation and Qualification Criteria

This Section contains all the criteria that the purchaser shall use to evaluate Bids and eligible Bidders. purchaser requires Bidders to be qualified by meeting predefined eligibility criteria. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms) and Section V (Schedule of Requirements).

1. Evaluation Criteria

Bids shall be considered non-responsive, if;

- a) The bid is not submitted in the bid document issued by Office.*
- b) The bid is not sealed.*
- c) The bid is not submitted with the Bid Form duly filled and signed in the complete document.*
- d) The Bidder if not attached their signed & stamped in Bill of Quantities (BoQ) with bid document.*
- e) The bid is not submitted within the specified date / time for submission of bids.*
- f) The bid does not comply with the instructions as specified in the Invitation for Bid and Notice published.*
- g) Terms of payment and Destination of works or delivery of the goods supplied are different from those specified in the Bid Document.*
- h) All prices quoted are either not firm or conditional or not valid for the period specified in the Bid Document.*
- i) There is a major deviation in specification of commodities, equipment, works proposed by the Bidder from that specified in the technical specifications and schedule of requirements.*

Criteria for bid evaluation shall be on the basis of:

- a) Technical Specification,*
- b) Construction work plan and mobilization period is as accordance to purchaser's work schedule,*
- c) Item's quoted unit rates in the Bill of quantities are realistic.*
- d) Experience of Bidder working for School construction*

Construction Schedule:

- a) 45 days (As stated in Schedule of Requirement of Bid document).
- b) All provisional Work items in the schedule shall be carried out at the discretion of the Project Engineer and may or may not form part of the Agreement. If such provisional items are carried out by the Bidder, the rates shall be settled as for extra items as stated in the conditions of Agreement.

In addition to the criteria listed in ITB 29.2 (a) - (g) the following criteria shall apply:

Quantifiable Nonconformities and Omissions

Subject to ITB 13.2 and ITB 29.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

[Insert in Bidding document: "Pursuant to ITB 27.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated but excluding omission of prices in the Price Schedule/Bill of Quantities. The Purchaser 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 Criteria

- 2.1 *The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Document of Construction Works which the Bidder proposes to complete under the contract.*
- 2.2 *All the Hardware items offered shall be of latest brand under standard production.*
- 2.3 *The Bidder is required to state clearly the specifications of their proposed Sanitary and Electrical Fixtures alternatives, if any. Compliance with or variation from the Purchaser's requirement of the technical specifications shall be duly filled in and signed in the remarks column of the Bill of Quantities (BoQ) supported by relevant Technical Catalogues/ Leaflets.*
- 2.4 *Contractor should have a technical capacity to complete the construction work as per technical drawing and specifications mentioned in bid documents*
- 2.5 *The Bidder must sign the Bid Form, Bid Data Sheet and the Price Schedules/Bill of Quantities (BoQ) of the Bid Document. Any erasures or change shall be initiated by the person signing the Bid.*
- 2.6 *The Bidder shall have a minimum of last three (3) years overall experience in the construction and related works.*
- 2.7 *The Bidder shall have to submit the 3 years old trade license/ company registration certificate as an evidential proof along with the Bid. Otherwise, the bid will be rejected without any clarification.*
- 2.8 *The Net worth of the Bidder should be positive as on the end of last fiscal year to justify the reputation and financial worthiness of the Bidder. The latest audited Balance Sheet of last three years should be attached with the bid.*

Section IV: Bidding Forms

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

A. Letter of Bid (Bid Submission Form)

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

Date:

Name of the contract:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
Addenda No.:
- (b) We offer to execute in conformity with the Bidding Document in the following Works:
.....
.....;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
NRs.; or when left blank is the Bid Price indicated in the Price Schedule/Bill of Quantities¹.
- (d) The discounts offered and the methodology for their application are:
.....
.....
- (e) Our Bid shall be valid for a period of 60 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, including any Bidder for any part of the contract, do not have any conflict of interest in accordance with BDS;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractor or Contractor for any part of the Contract, has not been declared ineligible by the GoN;
- (j) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

¹Absence of the total price in the Letter of Price Bid or in the Bill of Quantities shall result in rejection of the Bid.

(If none has been paid or is to be paid, indicate “none.”)

- (k) 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;
- (l) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;
- (m) We declare that, we have not been blacklisted as per ITB 2.2 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business;
- (n) If awarded the contract, the person named below shall act as Bidder’s Representative;
- (o) We agree to permit the GoN/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 Purchaser.

Name:

In the Capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of :.....

Date:

B. Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:[insert date (as day, month and year) of Bid Submission]

Page _____ of _____ pages

Bidder's Information	
Bidder's legal name	
Bidder's Address:	
Bidder's country of Registration	
Bidder's year of Registration	
Bidder's legal address in country of Registration	
Bidder's authorized representative: Name: Address: Telephone numbers: Fax numbers: E-mail address:	
Bidder's Telephone/Fax numbers:	
Bidder's Email Address:	
Attached are copies of the following original documents.	
<ol style="list-style-type: none"> 1. Firm / Company Registration Certificate 2. Authorization to represent the firm, in accordance with ITB 17.2. 	

C. Pending Litigation Form

Each Bidder or member of a JV must fill in this form			
Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth

D. Specific Experience Form

Bidder's Legal Name: _____

Date: _____

IFB No.: _____

Page _____ of _____ pages

Similar Contract	Information		
Contract Identification	_____		
Award Date: Completion Date:	_____ _____		
Role in Contract	i. Contractor ii. Management Contractor iii. Sub-Contractor		
Total Contract Amount	_____	Currency _____	
Description of the works performed by the Bidder			
If partner in a JV or subcontractor, specify participation of total Contract amount	_____ %	_____	Currency _____
Purchaser's Name:	_____		
Purchaser's Address:	_____		
Purchaser's Telephone/fax number:	_____		
Purchaser's E-mail:	_____		

The Bidder shall complete this form for each contract completed/in progress.

E. Financial Situation Form

Financial Data for Previous 3 Years (in NRs)		
Year 1: FY 2078/79	Year 2: FY 2079/80	Year 3: FY 2080/81

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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?

- Historic financial statements must be audited by a certified accountant.
- 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).

Note: Bidder may submit the audit reports of last 3 consecutive years and waive to fill up the information in the above section

F. Average Annual Turnover Form

The information supplied should be the Annual Turnover of the Bidder 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 3 Years	
Year	Amount (in NRs.)
Year 1: FY 2078/79	
Year 2: FY 2079/80	
Year 3: FY 2080/81	
Average Annual Turnover	

Note: Bidder may submit the audit reports of last 3 consecutive years and waive to fill up the information in the above section.

G. Financial Resources Form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
S.N.	Source of financing	Amount (in NRs.)
1		
2		
3		
4		
5		

Note:

The letter from the Bank must be unconditional.

H. Price Schedules

Name of Bidder: _____

Contract No: 02/...../2081-082

The total bid Price for the above schedule is
.....
(In Words)

Dated

(Affix Cooperate seal)

Bidder.....

Signature:

Title:

Business Address:

Notes:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. In case of discrepancy between unit price in figure and unit price in words the unit price in words shall prevail
3. Contractor must have to accept the correction of arithmetic error pursuant to ITB Clause 28.
4. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

I. Bid Security

[This is the format for the Bid Security to be issued on the letterhead by an "A" class commercial bank specified by Nepal Rastra Bank]

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

Date: ***[insert date]***

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

BID GUARANTEE No.: *[insert number]*

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Invitation for Bids No. ***[insert IFB number]*** ("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 ***[insert amount in figures]******[insert 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 Bid, in case of electronic submission
 - II. from the period twenty-four hours prior to Bid submission deadline up to the period of Bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or
- b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- c) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- d) is involved in fraud and corruption in accordance with the ITB

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) **thirty (30)** days after the expiration of the Bidder's bid which comes to be ***[insert the 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.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of _____

Signed _____

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

Date _____

PART 2 – WORK REQUIREMENTS

Section V: Schedule of Requirements

A. Technical Specification

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

All Works shall be carried out simultaneously with electrical, plumbing, sanitary and other services and in co-operation with the Contractor/s. The Work shall be carried on till it is completed satisfactory along with the completion of other essential services. The main Contractor shall keep the other workers informed of the proposed program of Work, as well in advance, so that the construction work is not hindered. The Contractor shall further cooperate with other Contractor in respect of any facility required by them e.g., making holes in shuttering for sanitary, pipes, electric conduits, fan hooks etc. However, no extra payment shall be admissible to contractor for such reasonable assistance and facilities afforded to other Contractors and the Contractor shall be deemed to have these factors into considerations while quoting his rates. The Work shall be related to the drawings, which the Contractor is presumed to have studied. Nothing extra will be paid for any item because of its shape, location, or other difficult circumstances, even if the schedule makes no distinction, as long as the item is shown in the drawings.

GENERAL:

1. Office accommodation and WC:

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

2. Drawings, Instructions, Measurements:

All the work shall be done according to the drawings and instructions of the site engineer and the contractor shall arrange to test materials and / or portions of the work at his own cost in order to prove their soundness and sufficiency. If after any such test, and in the opinion of the site engineer, any work or portion of work is found to be defective or unsound, the contractor shall put down or re-execute the same at his own cost. Such rejected materials shall be removed from the site immediately.

3. Trees:

No trees, saplings shall be removed/cut without prior permission of the site engineer.

4. Temporary Protection:

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

5. Quality of Work:

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

6. Leave clean:

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

7. Samples:

Samples of each class of work required and materials shall be submitted by the contractor for the approval of the site engineer and after such approval, these samples shall be deposited at a place chosen by the site engineer. The contractor will be required to perform all work under the Agreement in accordance with these approved samples.

8. Storage:

Safe, dry and proper storage shall be provided for all materials, particularly cement. For installed at the site of work the site engineer may reduce the capacity of storage.

9. Water:

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

10. Test of Materials:

The Contractor shall at his own cost arrange and carry out the tests of materials to be used in the Works or any other tests as deemed necessary by the Project Engineer.

The construction comprises the following finishes:

CIVIL WORKS

Material

1. Concrete

The concrete to be used in footings, columns and other horizontal and vertical reinforcements in wall (bands, dowels, etc.) shall have a minimum crushing strength of $(20+4) \text{ N/mm}^2$ (As per IS 456:2000) at 28 days for a 150 mm cube (M20 Grade Concrete). [Where adequate care has been taken in the following: the selection of materials; mixing; correct proportioning; proper placing; compacting and curing of the concrete, a normal mix of 1:1.5:3 (cement: coarse sand: coarse stone aggregate) is expected to produce M20 grade concrete. However, water cement ratio shall not exceed 0.5 (i.e.

not more than 25 liters of water per 50 kg of cement shall be used)] or Slump test should be carried out for the w/c ratio and workability.

2. Mortar

The mortar to be used in wall of brick masonry, shall have a minimum crushing strength of 10 N/mm² (As per IS 456:2000) at 28 days for 150 mm cube. [Where adequate care has been taken in the following: the selection of materials, mixing, correct proportioning, proper placing, compacting and curing of the mortar, a nominal mix of 1:4 (cement: sand) is expected to produce 10MPa. However, water cement ratio shall not exceed 0.5 (i.e. not more than 25 liters of water per 50kg of cement shall be used)]

3. Brick

First class brick shall be used with crushing strength of 105 kg/cm².

4. UPVC Sliding Window

2 or 3 Panel Sliding Window of UPVC section in brown color, frame 60x60 mm fitted with 5mm clear glass.

5. Wooden Door

Well-seasoned Sal wood (Hard Wood) frame of required size for openable door with good finish of approved quality including drawing and instruction all complete.

Making and fitting fixing Sal wood Paneled door shutter with 38 mm thick Sal wood frame including all necessary hardware fitting all complete.

Aldrop Lock should be used in the main side of the door whereas Sliding Lock is preferable in the position of mid part of door as well as in upper topmost part.

D shaped Door Handle is preferable.

6. Metal Work

Addition of Metal post of 70 mm to make the structure higher and addition of other metal posts, 40 mm metal pipe for the rafters, 40 mm and 25 mm metal pipe for the railings, shall be used for the structure above. Metal Staircase using 100 mm square pipes vertically and

horizontally for structure and 1” flat bar for the surface shall be used and railing of required width shall be used. Including welding, cut and other necessary fittings.

7. Footing

The depth of the footing shall be kept min 1000 mm from the lower ground level for the post of metal staircase.

8. Wall

Wall thickness has been maintained of 230mm and 110mm in all partition walls according to the drawing

9. Sill Band

A continuous sill band shall be provided connecting pillars at bottom level of all doors and windows opening. It should be provided in all floor in all buildings.

10. Lintel Band

A continuous lintel band shall be provided through all walls at the top level of opening. It must be provided in all floor in building with proper reinforcement as shown in drawing.

11. Soling

Half brick bat soling in a level with sand fill.

12. PCC

75mm PCC M15 (1:2:4)

13. ECO Panel

Eco Panel board of thickness 75mm and 60mm with necessary accessories and all complete in proper line and length according to the drawing shall be used.

14. Gypsum Board

Gypsum Board in Ceiling of thickness 12.5 mm with all necessary section, perimeter, Inter and hangers of thickness 0.4mm and other necessary fittings and accessories

PAINTING FINISH

15. Internal

2 or more coats of washable interior emulsion paint of approved manufacture and shade including two coat wall putty is mentioned in the drawing.

16. External

Painting on external wall surface with two coats of weather coat (Must be ISO9001 : 2000 certified company) of approved color and shade over one coat of primer surface preparation, all complete unless different material is mentioned in the drawing.

Two coats of readymade enamel paints of approved color over one coats of primer painting over properly sanded wooden surface and metal surface all complete unless different material is mentioned in the drawing.

FLOOR AND WALL FINISH

17. Punning and Screeding

75 mm thick P.C.C screeding IPS in (1:2:4) with approved quality hardner cement, sand & stone aggregate 12mm and down grade including mixing, laying curing all complete work as per specification.

Providing and laying of 3mm thick cement and sand punning in 1:1 cement sand ratio on floors, skirting, etc. including cleaning watering in surface and rubbing with steel trowel for hard and smooth surface and curing all complete as per drawing, specification and instruction of the engineer.

18. CGI Sheet Roofing

Providing CGI colored Roof panel of thickness 0.32mm with all the connection, transportation, laying and lifting works all complete.

SANITARY WORKS

19. Sewer, Rain and Waste Water Installation

Supplying and fixing HDPE pipe (Soil, Waste, Rain) pipes with all necessary ring gaskets, PVC fittings, including MS clamps, hangers, cutting, jointing, sealing, installation of pipes and specials including making holes and cutting grooves on walls or floor and repairing the same to its original finish. Pipes to be installed on trenches or walls or floor or duct as per drawings specifications (Panchakanya, Prince, Supreme), manufacturer's recommendations, instructions, cleaning of the system, testing and ready for operation.

ELECTRICAL WORKS

20. Electrical wire

General Service Light/Fan/Exhaust Fan/ Call bell Point Wiring Supply, installation, testing and commissioning of light point /fan point wiring from DB to various points with 2.5 sqmm multistrand flexible cu wire through 1/2"

internal dia HDPE conduit concealed via junction box and switch as per drawing and specification including cost of circular box and junction box and switch.

Supply and installation of 16A universal power socket point wiring with 2*4+1*1.5 sq mm multistranded copper wires through pvc listy or 3/4" internal dia HDPE conduit concealed from DB to various points, junction box including power socket as per drawing and specification.

21. Electrical switch/socket

Supply, installation, interconnection, testing and commissioning of following type of switch socket including GI/PVC box, pvc listy to be installed in specified location and height all complete.

22. Light Fixtures

Supply, storing, assembling, installation, testing and commissioning of wall/ceiling, surface/recessed, suspended types CFL/LED lighting fixtures including lamp, power factor improvement capacitor, electronics ballast, control gear, LED driver etc.

23. Wall Fan

NA

Other specification shall be followed 205, National Building Code 1994

B. Drawings

Notes on Drawings (attached)

1. Ganesh Bharati Secondary School Classroom *Construction (GBSSCCo)*. (Annex 1)

C. Bill OF Quantities

Notes on Bill of Quantities

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, 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.

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 Purchaser of the realism of rates quoted by the Contractors, the Daywork Schedule should normally comprise the following:

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

See attached BOQ

2. BoQ of Ganesh Bharati Secondary School Classroom *Construction (GBSSCCo)*.
(Annex 2)

D. Work Schedule

The Work Schedule is attached (Annex-3):

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI: General Conditions of Contract (GCC)

1. Definitions	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (a) “Contract” means the Agreement entered into between the Purchaser and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto. (c) “Contract Price” means the price payable to the Contractor as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (d) "Specification" means the document as listed in the Work Requirement, including Purchaser’s requirements in respect of design to be carried out by the contractor, if any, and any variation to such document. (e) “Drawings” means the Purchaser's drawings of the Works as listed in the Work Requirement, and any variation to such drawings. (f) “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender. (g) “Day” means calendar day. (h) “Delivery” means the transfer of the Goods from the Contractor to the Purchaser in accordance with the terms and conditions set forth in the Contract. (i) “Purchaser country” is the country specified in the SCC. (j) “Completion” means the fulfillment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract. (k) “Defects Liability Period” is One (1) month period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense. (l) “GCC” means the General Conditions of Contract. (m) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Contractor is required to supply to the Purchaser under the Contract. (n) "Purchaser" means the person named in the SCC or Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee. (o) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training/orientation and initial maintenance and other similar obligations of the Contractor under the Contract. (p) “SCC” means the Special Conditions of Contract. (q) "Contractor" means the person named in the Agreement and the legal successors in title to this person, but not (except with the
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	<p>consent of the Purchaser) any assignee.</p> <p>(r) "GoN" means the Government of Nepal.</p> <p>(s) "The Site," means the places provided by the Purchaser where the Works are to be executed, and any other places specified in the SCC or Contract as forming part of the Site.</p> <p>(t) "Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p>
<p>2. Contract Documents</p>	<p>2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.</p>
<p>3. Fraud and Corruption</p>	<p>3.1 If the Purchaser determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and the provisions of GCC Clause 35.1 shall apply.</p>
<p>4. Interpretation</p>	<p>4.1 If the context requires it, singular means plural and vice versa.</p> <p>4.2 Incoterms</p> <p>(a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.</p> <p>(b) EXW shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.</p> <p>4.3 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>4.4 Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each purchaser thereto.</p> <p>4.5 Nonwaiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either purchaser in enforcing any of the terms and conditions of the Contract or the granting of time by either purchaser to the other shall prejudice, affect, or restrict the rights of that purchaser under the Contract, neither shall any waiver by either purchaser of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a purchaser's rights, powers, or remedies under the</p>

	<p>Contract must be in writing, dated, and signed by an authorized representative of the purchaser granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>4.6 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
5. Language	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
6. Notices	<p>6.1 Any Notice given by one purchaser to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.</p> <p>6.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.</p>
7. Governing Law	<p>7.1 The Contract shall be governed by and interpreted in accordance with the policies of Purchaser and the related agencies.</p>
8. Settlement of Disputes	<p>8.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>8.2 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either purchaser may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.</p>
9. Time for completion	<p>9.1 The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.</p> <p>9.2 The contractor shall submit to the Purchaser a program for the Works within the time stated in the SCC.</p>

	<p>9.3 The Contractor shall submit an application to the Purchaser for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date. On receipt of an application from the Contractor, the Purchaser shall consider all supporting details provided by the Contractor and shall extend the Time for Completion as appropriate.</p> <p>9.4 If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Purchaser for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works. The total amount of Liquidated damages shall not exceed the amount stated in the GCC 27.2.</p> <p>9.5 On completion, all Work must be cleaned down, rubbish removed, and the Works and land cleared of rubbish, surplus materials, debris and other accumulations and everything left in a clean and orderly conditions.</p>
<p>10. Taking-Over</p>	<p>10.1 The contractor may notify the Purchaser when he considers that the Works are complete.</p> <p>10.2 The Purchaser shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Purchaser may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.</p> <p>10.3 The Purchaser shall take over the Works upon the issue of this notice. The contractor shall promptly complete any outstanding work and clear the Site.</p>
<p>11. Remedying Defects</p>	<p>11.1 The Purchaser may at any time prior to the expiry of the Defect Liability Period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Purchaser any defects due to the Contractor's materials, plant or workmanship not being in accordance with the Contract.</p> <p>11.2 The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Purchaser's notice shall entitle the Purchaser to carry out all necessary work at the Contractor's cost.</p> <p>11.3 The Purchaser may give instructions as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 12.</p>
<p>12. Variations and Claims</p>	<p>12.1 The Purchaser may instruct Variations to increase or decrease the quantity of work or addition of new items or substitution of items included in the contract, if determined necessary due to technical reason during implementation of the contract.</p>

	<p>12.2 Variations shall be valued as follows:</p> <ol style="list-style-type: none"> a. where appropriate, at rates in the Contract, or b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, c. at appropriate new rates, as may be agreed or which the Purchaser considers appropriate, or d. if the Purchaser so instructs, at day work rates set out in the sec for which the contractor shall keep records of hours of labor and Contractor's Equipment, and of Materials used. <p>12.3 The Contractor shall submit to the Purchaser an itemized make-up of the value of Variations and claims within 30 days of the instruction or of the event giving rise to the claim. The Purchaser shall check and if possible, agree the value. In the absence of agreement, the Purchaser shall determine the value.</p>
<p>13. Contractor's Responsibilities</p>	<p>13.1 The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Plant and contractor's Equipment which may be required.</p> <p>13.2 During the continuance of the contract, the Contractor shall abide at all times by all labor laws, including child labor-related enactments, and rules made there under. A child who has not attained the age of eighteen (18) years shall not be employed in any work as a laborer.</p> <p>13.3 The contractor shall submit to the Purchaser for consent the name and particulars of the person authorized to receive instructions on behalf of the contractor.</p> <p>13.4 As stated in GCC 18, the Contractor shall deliver Performance Security to the Purchaser no later than the date specified in the Letter of Acceptance.</p> <p>13.5 The Contractor shall notify the Purchaser as soon as he is aware of any circumstance which may delay or disrupt the Works. The Contractor shall take all reasonable steps to minimize these effects. The Contractors entitlement to extension to Time for Completion shall be limited to the time which would have been due if he had given prompt notice and has taken all reasonable steps.</p>
<p>14. Purchaser's Responsibilities</p>	<p>14.1 The Purchaser shall, if so required by the Contractor, make its best effort to assist the Contractor in complying with such requirements in a timely and expeditious manner.</p> <p>14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 16.1.</p> <p>14.3 One of the Purchaser's personnel shall have authority to act for him. This authorized person shall be as stated in the SCC, or as otherwise notified by the Purchaser to the contractor.</p>

	<p>14.4 The Purchaser may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC or notified by the Purchaser to the contractor from time to time. The Purchaser shall notify the Contractor of the delegated duties and authority of this Purchaser's representative.</p>
15. Contract Price	<p>15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.</p> <p>15.2 The Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in the SCC.</p> <p>15.3 The Contract Price shall be paid in Nepalese Currency.</p>
16. Terms of Payment	<p>16.1 The Contract Price shall be paid in Nepalese Currency.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the construction works and Related Services performed, and by the documents submitted pursuant to GCC Clause 9 and upon fulfillment of all the obligations stipulated in the Contract. The Payment shall be made as accordance with the Contract Agreement between the Purchaser and the Contractor.</p> <p>16.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.</p> <p>16.4 The payment shall be made through Bank transfer to the Bank Account as specified in SCC</p>
17. Taxes and Duties	<p>17.1 The prices tendered by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in Nepal. Nothing in the Contract shall relieve the Contractor from responsibility to pay any tax that may be levied in Nepal on profits made in respect of the Contract.</p> <p>17.2 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.</p>
18. Performance Security (N/A)	<p>18.1 The Contractor shall, within Seven (7) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.</p> <p>18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to</p>

	<p>complete its obligations under the Contract.</p> <p>18.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>
<p>19. Copyright</p>	<p>19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Purchaser directly or through the Contractor by any third purchaser, including Contractors of materials, the copyright in such materials shall remain vested in such third purchaser.</p>
<p>20. Confidential Information</p>	<p>20.1 The Purchaser and the Contractor shall keep confidential and shall not, without the written consent of the other purchaser hereto, divulge to any third purchaser any documents, data, or other information furnished directly or indirectly by the other purchaser hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor such documents, data, and other information it receives from the Purchaser to the extent required for the Sub-Contractor to perform its work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 20.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>20.3 The obligation of a purchaser under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Contractor need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that purchaser;

	<p>(c) can be proven to have been possessed by that purchaser at the time of disclosure and which was not previously obtained, directly or indirectly, from the other purchaser; or</p> <p>(d) otherwise lawfully becomes available to that purchaser from a third purchaser that has no obligation of confidentiality.</p> <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
<p>21.Subcontracting</p>	<p>21.1 The Contractor shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>21.2 Subcontracts shall comply with the provisions of GCC Clauses 3.</p>
<p>22.Specifications and Standards</p>	<p>22.1 Technical Specifications and Drawings</p> <p>(a) All the Work shall be done according to the drawings and instructions of the Site Engineer and the Contractor shall arrange to test materials and/or portions of the Work at his own cost in order to prove their soundness and sufficiency. If after any such test, and in the opinion of the Project Engineer, any Work or position of Work is found to be defective or unsound, the Contractor shall pull down or re-execute the same at his own cost. Such rejected materials shall be removed from the Site immediately.</p> <p>(b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) The Site all around the building shall be cleared of all obstructions, loose stones and materials, rubbish of all kinds as well as brushwood. All holes or hollows whether originally existing or produced by removal of loose stone or brushwood shall be carefully filled up with earth, well rammed and levelled off as directed.</p> <p>22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p> <p>22.3 Quality of Work: Materials, tools and plants, and Workmanship shall be the best of several kinds obtainable in the market and as approved by the Project Engineer.</p>

<p>23. Packing and Documents</p>	<p>23.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
<p>24. Insurance</p>	<p>24.1 The contractor shall, prior to commencing the Works, effect and thereafter maintain insurances at contractor's expenses:</p> <ol style="list-style-type: none"> a. for loss and damage to the Works, Materials, Plant and the contractor's Equipment, b. for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the contractor's liability for damage to the Purchaser's property other than the Works, and c. for liability of both Parties and of any Purchaser's representative for death or injury to the contractor's personnel except to the extent that liability arises from the negligence of the Purchaser, any Purchaser's representative or their employees. <p>24.2 If the contractor fails to effect or keep in force any of the insurances or fails to provide satisfactory evidence, policies or receipts, the Purchaser may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the contractor.</p>
<p>25. Transportation</p>	<p>25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.</p>
<p>26. Inspections and Tests</p>	<p>26.1 The Site Engineer shall be given facilities for inspection of all works in progress whether in Workshop or on Site.</p> <p>26.2 The inspections and tests may be conducted on the premises of the Contractor in another place as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Contractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with</p>

	<p>such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>26.4 Whenever the Contractor is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Contractor shall obtain from any relevant third purchaser or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>26.5 The Purchaser may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>26.6 The Contractor shall provide the Purchaser with reports of the results of any such test and/or inspection.</p> <p>26.7 The Purchaser may reject any Materials or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Materials or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.</p> <p>26.8 The Contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Contractor from any warranties or other obligations under the Contract.</p>
<p>27. Liquidated Damages for delay</p>	<p>27.1 Except as provided under GCC Clause 32, if the Contractor fails to complete within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p> <p>27.2 If the contractor fails to complete the Works within the Time for Completion,</p>

	<p>the Contractor's only liability to the Purchaser for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works. The total amount of Liquidated damages shall not exceed the amount stated in the SCC.</p>
<p>28. Warranty</p>	<p>28.1 The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Sub-Clause 22.1, the Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.</p> <p>28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for at least twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.</p> <p>28.4 The Purchaser shall give Notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor to inspect such defects.</p> <p>28.5 Upon receipt of such Notice, the Contractor shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>28.6 If having been notified, the Contractor fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Contractor under the Contract.</p>
<p>29. Patent Indemnity</p>	<p>29.1 The Contractor shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> (a) the installation of the Goods by the Contractor or the use of the Goods in the country where the Site is located; and (b) the sale in any country of the products produced by the Goods. <p>Such indemnity shall not cover any use of the Goods or any part thereof other</p>

	<p>than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Contractor fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Contractor and its employees, officers, and Sub-Contractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p>30.Limitation of Liability</p>	<p>30.1 Except in cases of gross negligence or willful misconduct:</p> <ul style="list-style-type: none"> (b) neither purchaser shall be liable to the other purchaser for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser; and (c) the aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement.

<p>31. Change in Laws and Regulations</p>	<p>31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
<p>32. Force Majeure</p>	<p>32.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>33. Change Orders and Contract Amendments</p>	<p>33.1 The Purchaser may at any time order the Contractor through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where construction to be furnished under the Contract are to be specifically produced for the Purchaser; (b) the method of construction work; (c) the materials used for the construction; and (d) the Related Services to be provided by the Contractor <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under</p>

	<p>this Clause must be asserted within fifteen (15) days from the date of the Contractor's receipt of the Purchaser's change order.</p> <p>33.3 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.</p>
<p>34. Extensions of Time</p>	<p>34.1 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 9, the Contractor shall promptly, and at least seven (7) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.</p>
<p>35. Termination</p>	<p>35.1 Termination for Default</p> <ul style="list-style-type: none"> (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, may terminate the Contract in whole or in part: <ul style="list-style-type: none"> i. if the Contractor fails to conduct any or all of the the construction works within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or ii. if the Contractor fails to perform any other obligation under the Contract. (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 36.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Construction or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated. (c) if the Contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

	<p>35.2 Termination for Insolvency The Purchaser may at any time terminate the Contract by giving Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p> <p>35.3 Termination for Convenience</p> <p>(a) The Purchaser, by written Notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Construction work that are complete and ready for use within seven (7) days after the Contractor’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Construction works, the Purchaser may elect:</p> <ul style="list-style-type: none"> i. To have any portion completed and delivered at the Contract terms and prices; and/or ii. To cancel the remainder and pay to the Contractor an agreed amount for partially completed Construction works and for materials and parts previously procured by the Contractor.
<p>36. Assignment</p>	<p>36.1 Neither the Purchaser nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other purchaser.</p>

Section VII: Special Conditions of Contract (SCC)

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

GCC 1 (i)	The Purchaser's country is: Nepal
GCC 1 (o)	The Purchaser is: Adventist Development and Relief Agency (ADRA) Nepal Office: Lalitpur-01, Maitri Marg Bakhundole, Nepal Phone: +977 (1) 5455913/14
GCC 1 (t)	The Site is: Ganesh Bharati Secondary School Banepa-12, Kavre
GCC 5.1	The language shall be English
GCC 6.1	<u>For notices, the Purchaser's address shall be:</u> Office: Adventist Development and Relief Agency (ADRA) Nepal Office: Lalitpur-01, Maitri Marg Bakundole, Nepal Phone: +977 (1) 5455913/14 <u>For notices, the Contractor's address shall be:</u> Name and Address of the Contractor: Telephone/Mobile number: e-mail Address:
GCC 8.2	The formal mechanism for the resolution of disputes shall be: <ul style="list-style-type: none"> • As per financial and procurement policies and provisions of Purchaser and related agencies. • A dispute of the procurement contract having contract price valuing up to one hundred million Rupees shall be resolved by the adjudicator and a dispute of the procurement contract having contract price more than that shall be resolved by a three-member dispute resolution committee. • The adjudicator or dispute resolution committee shall deliver its decision within fifteen days of submission of dispute before him/it stating the reasons and grounds for sustaining and not sustaining the claim of the concerned purchaser. • A purchaser not satisfied with the decision shall start, within thirty days of such decision being made, the proceedings of resolving such dispute through arbitration. • In the case of dispute between the Purchaser and the Contractor, the dispute shall be referred to arbitration in accordance with the rules of ADRA Nepal.
GCC 9.2	The scope of Renovation shall be defined in: <i>See Schedule of Requirements</i>
GCC 11.1	The Defect Liability Period shall be for 30 days after the completion of work.
GCC 14.4	The appointee by the Purchaser will be 'Site Engineer'.

GCC 15.2	The prices charged for the construction works and goods/commodities to be performed/delivered shall be fixed for the duration of the contract.										
GCC 16.4	<p>The Contractor shall provide the information of Bank Account in the format as stated below, and the payment shall be made via Bank Transfer.</p> <table border="1" data-bbox="416 353 1390 685"> <tr> <td data-bbox="416 353 903 421">Bank Name (Swift Code):</td> <td data-bbox="903 353 1390 421">.....</td> </tr> <tr> <td data-bbox="416 421 903 488">Branch Name:</td> <td data-bbox="903 421 1390 488">.....</td> </tr> <tr> <td data-bbox="416 488 903 555">Address:</td> <td data-bbox="903 488 1390 555">.....</td> </tr> <tr> <td data-bbox="416 555 903 622">Bank Account Number:</td> <td data-bbox="903 555 1390 622">.....</td> </tr> <tr> <td data-bbox="416 622 903 685">Account Holder's Name:</td> <td data-bbox="903 622 1390 685">.....</td> </tr> </table> <p>Bank account holder should be the authorized Bidding Firm and the details of account shall be also mentioned in the final payment request. The Contractor shall bear all costs associated with the Bank transfer of contract price, and the Purchaser shall in no case be liable for those costs.</p>	Bank Name (Swift Code):	Branch Name:	Address:	Bank Account Number:	Account Holder's Name:
Bank Name (Swift Code):										
Branch Name:										
Address:										
Bank Account Number:										
Account Holder's Name:										
GCC 18.1	The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.										
GCC 26	<p>Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following sites:</p> <p style="text-align: center;">Ganesh Bharati Secondary School , Banepa-12, Kavre</p>										
GCC 27.2	The amount of liquidated damages for delay shall be: 0.01% of Contract Price per day up to a maximum of 10% of sum stated in the Agreement.										
GCC 28.3	The period of validity of the Warranty of the Goods Supplied shall be: <i>at least of 1 (One) year after acceptance or as per manufacturer's standard whichever is greater.</i>										
GCC 28.5	The Contractor shall correct any defects covered by the Warranty within 15 days of being notified by the Purchaser of the occurrence of such defects										

Section VIII: Contract Agreement

A. Contract Agreement

Selected bidder will be provided contract agreement in the purchaser's agreement format)