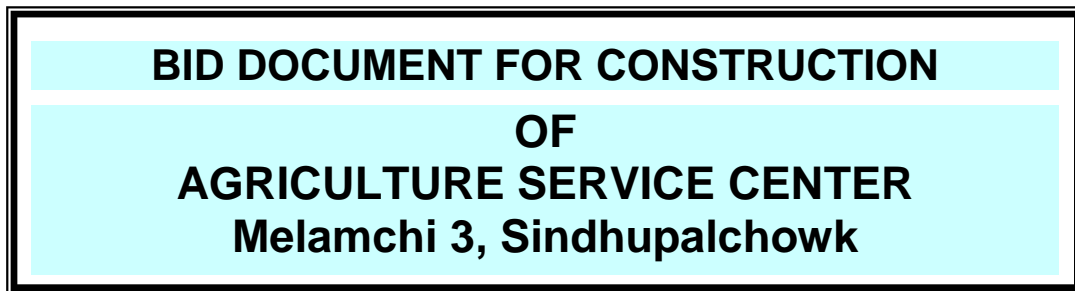


HELVETAS Swiss Intercooperation Nepal
Climate Change and Disaster Risk Management Programme
(CCDRM)

Recovery of Agriculture Livelihood Project (ReAL)

Kathmandu, Nepal



Contract Identification No: ReAL/IFB/ASC/003

SIGNATURE OF ISSUING OFFICER:

Office Seal:

Date of issue:

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1. INVITATION FOR BID

ReAL/HELVETAS Swiss Intercooperation Nepal

(ReAL is co-financed by HELVETAS Swiss Intercooperation and Swiss Solidarity)

Invitation for Bids for Construction of Agriculture Service Center at Melamchi (ReAL/IFB/ASC/003)

Date of first publication: 12 February, 2017 (1 Falgun, 2073)

ReAL – HELVETAS Swiss Intercooperation Nepal (hereinafter EMPLOYER) has MoU with District Agriculture Development Office Sindhupalchok Government of Nepal for the construction support of Agriculture Service Centre Office Building at Melamchi. Thus, the project invites Nepali Contractors to submit sealed tenders for the construction and completion of the said construction. Only contractors with appropriate legal status and experience in the related field(s) of work will be considered.

Description of Works	Last date & time of submission	Estimated Cost NRS:
Construction of Agriculture Service Center Office Building at Melamchi Sindhupalchowk	27 February, 2017 before 12:00 hours	6,760,000.00

1. Eligibility of Contractor (Firm)
 - a. The bidder must have experience of similar construction **at least five (5) years** prior to the applications submission deadline with fulfilling the requirements.
 - b. The bidder must have completed construction of **at least two building projects** in Nepal worth more than 6,000,000.00 each within last five years.
2. While submitting the bidding document, bidder should include the copy of Notary Certified firm registration, latest tax clearance certificate, VAT/ PAN certificates, firm capacity & experience letter and Self declaration letter of not being ineligible up to the submission date along with duly filled BoQ (no need to submit whole bid document).
3. Eligible Bidders may obtain further information at the office of EMPLOYER as indicated in section (5) below.
4. Bidding documents should be downloaded from the EMPLOYER's web page <https://nepal.helvetas.org/en/about/jobs/> or can be requested via email (ReAL.np@helvetas.org)
5. All bids must be submitted on or before **12:00 hours 27 February 2017**. The signed hard copy of bids/offers has to be submitted in a sealed envelope and addressed to :

The Program Manager
ReAL/HELVETAS Swiss Intercooperation Nepal
Sanepa, Lalitpur
Email: ReAL.np@helvetas.org
Tel: 977-01-5527726/5525788
6. Pre-bid meeting shall be held on 14.00 hours **22 February 2017** at office of EMPLOYER as indicated in section (5) above.
7. Bids shall be opened in the presence of Bidders' representatives who choose to attend at **14:00 hours on 27 February 2017** at the office as indicated in section (5) above.
8. Bids must be valid for a period of 45 days after bid opening and must be accompanied by bid security, amounting to **2.5 % of the quoted Bid amount** (inclusive of VAT), which shall be valid for 45 days beyond the bid validity period. **(i.e. 90 days after bid opening)**
9. If the last date of submission and opening falls on a government holiday then the next working day shall be considered as the last day.
10. This office reserves the right to accept or reject, wholly or partly any or all bids without assigning any reasons, whatsoever.

2. IMPORTANT INFORMATION

1. The bidders shall quote the unit rates both in figures and words.
2. In case of difference in the rates quoted in figures and in words, the rates quoted in words shall prevail.
3. While quoting rates, the bidder shall not be allowed to use correcting fluid or other erasing materials; neither the bidder shall be allowed to overwrite the quoted rates. It may result into rejection of the bid document. In case of mistakes in rates, the bidder is to simply cross the rates and shall re-write the rates and shall bear the initials of authorized signatories.
4. Acceptance or rejection of bid and award of the job in full / all packages or in part / package to a single or different bidders or cancellation of bid notice shall remain within the jurisdiction of THE EMPLOYER.
5. Prices shall be quoted in Nepalese Rupees and payment shall be made in the same currency.
6. Sealed bid received after expiry of submission date shall not be considered as valid.
7. The following document shall form an integral part of the contract agreement:
 - a) Invitation for Bids
 - b) Important Information
 - c) Terms of References
 - d) Specifications & Quality Assurances
 - e) Schedule of Requirements
 - f) General Conditions of Contract
 - g) Bill of Quantities and drawing
 - h) Future correspondences in regard to the contract
8. The successful bidder shall have to provide a **Performance Bank Guarantee of 5% of the contract value** at the time of signing the contract agreement in the sample format of bank guarantee prescribed by THE EMPLOYER. Such performance bank guarantee must be valid at least upto a maintenance period of 12 (Twelve) months from the completion of contract period/Works .
9. THE EMPLOYER may provide an advance up to 20% of the contract value (mobilization amount) against a bank guarantee on request only. The bank guarantee shall be in the form prescribed by THE EMPLOYER and must be valid upto intended contract completion period from the date of signing the contract agreement. Bank guarantee of finance company shall not be accepted for this purpose.
10. The bidder must adhere to Quality Assurance and comply the technical specification of DUDBC, MoUD Government of Nepal.
11. THE EMPLOYER shall have the privilege to carry out random inspection without pre-information to the bidder.
12. In case THE EMPLOYER is not satisfied with the work quality and progress, it shall have the privilege to terminate contract agreement at any point of work execution and bank guarantee(s) may be forfeited.
13. THE EMPLOYER shall not be liable to compensate the bidder in case of termination of contract due to rejection of materials, poor work quality, sample of Jig/ Template not as per design and drawings, poor work progress etc.
14. In case the bidder fails to complete the job in the given time, THE EMPLOYER may levy penalty as per conditions of the contract agreement.

3. TERMS OF REFERENCE

1. OBJECTIVE

The EMPLOYER intends to procure the work for construction of Agriculture Service Center Office building at Melamchi 3, Sindhupalchok from the eligible Nepali contractor (firm) herein after called the "Contractor".

2. SCOPE OF WORK

2.1 GENERAL

The Contractor shall perform the above mentioned and herein described job professionally with accepted level of accuracy, existing engineering practice, and sound judgement based on experience and professional ethics.

2.2 CONSTRUCTION

It consists of followings:

- Construction of Agriculture Service Center Office building as of design drawing and DUDBC building specification including supply of construction material / labour force
- Clearing the construction site and handover the building to District Agriculture Development Office, Sindhupalchowk within contract period

2.3 QUALITY MANAGEMENT AND QUALITY ASSURANCE

1. Maintain in- built quality management and quality assurance system with necessary equipment / tools and measuring instruments. This system should cover quality of material;
2. Continuous supervision and quality management during construction according to the specification by competent personnel;
3. Arrange supervision of daily construction activities by Authorised Technical Officer appointed by the EMPLOYER.

3. Undertaking of the EMPLOYER

Pursuant to this Contract the EMPLOYER will provide access to the office (for exchanging and collecting of information, documents and others).

4. Undertaking of The Contractor

- (a) The Contractor shall carry out the Services with due diligence, efficiency and shall exercise such skill in the performance of the services as is consistent with recognized professional standards and conformity with EMPLOYER standard and norms.
- (b) The Contractor shall act at all times, so as to protect the interest of the EMPLOYER and will take all reasonable steps to keep all expenses to minimum consistent with sound engineering practices.
- (c) The Contractor shall organize all the logistics, equipment, human resources etc. to carry out the work.

6. Information

The Contractor shall furnish the EMPLOYER all such information relating to the Services and the Project as the EMPLOYER may from time to time reasonably request.

7. Records

The Contractor shall keep accurate and systematic account and record for services for which the payment will have to be made.

8. Assignment of Sub-Contractors

The Contractor shall agree that the Services shall be discharged fully by the Contractor accredited for the services, and **shall strictly abstain from sub-contracting in whole or any portion of the services to any other Contractor** other than the partners mentioned in Bid Form.

9. Proprietary Right of EMPLOYER in Reports and Records

All reports and relevant data such as maps, diagrams, plans, statistics and supporting records or materials compiled or prepared in the course of the services shall be confidential and shall be absolute property of the EMPLOYER. The Contractor agrees to deliver all these materials to the EMPLOYER upon completion of this contract. The Contractor may retain a copy of such data but shall not use the same for purpose unrelated to this contract without prior written approval of the EMPLOYER.

4. SPECIFICATIONS & QUALITY ASSURANCE

1. AS OF SPECIFICATION OF BUILDING CONSTRUCTION (CIVIL) WORK -DUDBC
WWW.DUDBC.GOV.NP/UPLOADS/DEFAULT/FILES/945FBFF43121355EEAD2401E84446CB5.PDF

5. SCHEDULE OF REQUIREMENTS (SOR)

The EMPLOYER will strictly monitor that the schedule of requirements are fully honoured by the Contractor and shall assess the performance of the Contractor in view of adherence to it.

1. CONTRACT PERIOD

Intended Contract signing	: 13 March, 2017
Intended Start of the Work	: 1 April, 2017
Intended Completion date	: 31 March, 2018
Contract Duration (Work Performance Period)	: 12 Month
Defect Liability period	: 12 Months from date of completion

2. NOTICE OF DELAY

In the event that the Contractor encounters a delay in construction, the Contractor shall promptly notify the EMPLOYER of such delay with proper evidence and may request for time extension before expiry of the time given in the contract.

3. TIME EXTENSION

Time extension request shall be considered by the EMPLOYER only in exceptional case if the reasons are acceptable to the EMPLOYER.

4. PENALTIES FOR DELAY

In case of delay in the delivery of the goods, due to Contractor's default, beyond the time specified in the contract, the penalty will be determined as per the conditions of contract.

5. EMPLOYMENT

The Contractor shall employ exclusively local skilled/unskilled labours. ReAL/HELVETAS requires that tender, contractors and Contractors ensure during the procurement and execution of such contracts that people in the supply-chain are treated with respect and have rights with regard to employment including the rights to freely choose employment, freedom of association, payment of a living wage, working hours that comply with national laws, equal opportunities, recognized employment relationship, freedom from intimidation and to a safe and healthy working environment. Equally, contractors must ensure that there shall be no exploitation of child and forced labour. This shall be ensured in terms of the ILO Convention No. 182 on the Worst Forms of Child Labour, 1999 and the ILO Convention No. 138 on the Minimum Age for Admission to Employment and Work, 1973.

6. GENDER

No discrimination for wage payment will be made on the basis of gender or caste or ethnicity.

7. EQUITY

The Contractor shall pay equal wage for equal work.

8. INSURANCE

The Contractor shall procure insurance policy for group insurance workers and professionals.

6. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated:
1. "The Contract" means the agreement entered into between the EMPLOYER and the Contractor and signed by both the parties and it includes all attachments and appendices thereto and all documents incorporated by reference therein;
 2. "The Contract Price" means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligation;
 3. "The Services" means the works described in the Terms of References to be performed by the Contractor including modification, alteration and additions of works and other obligations of the Contractor covered under the Contract.
 4. "The EMPLOYER" means the organisation procuring the works, i.e. ReAL, HELVETAS Swiss Intercooperation Nepal.
 5. "The Contractor" is the party whose Bid to carry out the Works has been accepted by the Employer under this contract.
 6. "Engineer" or "The EMPLOYER's representative" means the engineer appointed by the EMPLOYER from time to time for inspection/supervision of goods and services.
 7. "The Site" means the place where construction is to be made.
 8. "Day" means calendar day.
 9. "Terms of Reference" means the schedule of works and duties, defined by the bidding document and to be executed by the Contractor under this contract.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. Standards

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the **Specifications**.
- 3.2 Wherever reference is made in the **Technical Specifications** to specific standards and codes to be complied with, the specified standards and codes shall apply and the provisions of the latest edition or revision of the standards or codes shall apply only with the pre-consent of the EMPLOYER.

4. Use of Contract Documents and Information

- 4.1 The Contractor shall not, without the EMPLOYER's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the EMPLOYER to any person other than a person employed by the Contractor for performing the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Contractor shall not, without the EMPLOYER's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, shall remain the property of the EMPLOYER and shall be returned (all copies) to the EMPLOYER on completion of the Contractor's performance under the Contract, if so required by the EMPLOYER.

5. Patent Rights

The Contractor shall indemnify the EMPLOYER against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

6. Inspections and Tests

6.1 The EMPLOYER or its Representative shall have the right to inspect and/or to test the goods/ works at its own costs. The **Technical Specifications** shall specify what inspections and tests the EMPLOYER requires and where they are to be conducted. The EMPLOYER shall notify the Contractor in writing of the identity of any representatives retained for these purposes.

6.2 The inspections and tests may be conducted on the premises of the Contractor at site and all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the EMPLOYER.

6.3 Any inspected or tested Goods/works fail to conform to the Specifications, the EMPLOYER may reject the Goods/works, and the Contractor shall either replace the rejected Goods/works or make alternations necessary to meet specification requirements, free of cost to the EMPLOYER.

6.4 Nothing in GCC shall in any way release the Contractor from any warranty or other obligations under this Contract.

6.5 A Certificate of Acceptance shall be issued by the EMPLOYER after necessary inspection and tests of the Goods/works, in case the goods/works conform to the specifications and drawings.

8. Insurance

The goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the **Technical Specifications.** Such insurance shall be arranged and paid for by the Contractor.

9. Incidental Services

The Contractor may be required to provide incidental services, including additional services, if any.

10. Payment and Taxes

10.1 After acceptance of the works by the EMPLOYER, payments shall be made by the EMPLOYER, within 15 days. The full and final payment shall be made only after final completion of work. The EMPLOYER may consider part payment based on work completion upon request of the Contractor and if deemed essential on mutual understanding.

10.2 All taxes applicable will be for the Contractor's account.

10.3 VAT shall be explicitly mentioned on the invoice and shall be for the EMPLOYER's account.

11. Prices

Prices charged by the Contractor for work under the Contract shall not vary from the prices quoted by the Contractor in its bid.

- 12. Change Orders**
- 12.1 The EMPLOYER may at any time, by a written order given to the Contractor, make changes within the general scope of the Contract in any one or more of the following:
- a. drawing, designs, or specifications of works
 - b. the Services to be provided by the Contractor.
- 12.2 If any such change causes an increase or decrease in the cost or time required for the Contractor's performance, an equitable adjustment may be made, with mutual consent, in the Contract Price and the Contract may be accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within 15 days from the date of the Contractor's receipt of the EMPLOYER's change order.
- 13. Contract Amendments**
- No variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.
- 14. Assignment**
- The Contractor shall not assign to a third party, in whole or in part, its obligations to perform under the Contract, except with the EMPLOYER's prior written consent.
- 15. Subcontracts**
- The works shall be fully performed by the Contractor and shall strictly abstain from sub-contracting in whole or any portion of the works to any other Contractor other than the partners mentioned in Bid Form.
- 16. Delays in the Contractor's Performance**
- 16.1 Completion of works and performance of services shall be made by the Contractor in accordance with the time schedule specified by the EMPLOYER in the **Schedule of Requirement**.
- 16.2 If the Contractor has not completed / corrected any Item/Defects within the time specified, the Project Engineer shall assess the cost of having the completion Item/Defects, and the Contractor shall pay this amount.
- 16.3 An unexcused delay by the Contractor in the performance of its completion obligations shall render the Contractor liable to any or all of the following sanctions: imposition of liquidated damages, termination of the Contract and /or disqualification up to a period of two years.
- 16.4 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely completion of works and performance of Services, the Contractor shall promptly notify the EMPLOYER in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the EMPLOYER shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance, with or without liquidated damages.
- 16. Liquidated Damages**
- If the Contractor fails to complete any or all of the works or to perform within the time period(s) specified in the Contract, the EMPLOYER shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a

sum equivalent to 0.25% of the contract price of the remaining works for each day of delay until actual delivery, up to a maximum deduction of (10%) percent of the Contract Price. Once the maximum is reached, the EMPLOYER may consider termination of the Contract.

17. Termination for Default

17.1 The EMPLOYER may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

- a) if the Contractor fails to complete any or all of the works within the time period(s) specified in the Contract, or any extension thereof granted by the EMPLOYER; or
- b) if the Contractor fails to perform any other obligation(s) under the Contract; or
- c) if the EMPLOYER is of opinion that the works does not conform to the specification and/or drawings

27.2 In the event the EMPLOYER terminates the Contract in whole or in part, the EMPLOYER may procure, upon such terms and in such manner as it deems appropriate, works or services similar to those incomplete or unacceptable, However, the Contractor shall continue performance of the Contract to the extent not terminated.

18. Force Majeure

18.1 For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.

18.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.

18.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of materials from regular sources or disruption of power supply shall not be an excuse for the Contractor for not performing its obligations under this clause.

18.4 Any waiver/extension of time in respect of the delivery/ acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.

18.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.

18.6 If a Force Majeure situation arises, the Contractor shall promptly notify the EMPLOYER in writing of such condition and the cause thereof. Unless otherwise directed by the EMPLOYER 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.

- 19. Termination for Insolvency** The EMPLOYER may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the EMPLOYER.
- 20. Termination for Convenience**
- 20.1 The EMPLOYER, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time convenient to it. The notice of termination shall specify that termination is for the EMPLOYER's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 20.2 The Goods that are complete and ready for delivery within 15 days after the Contractor's receipt of notice of termination shall be accepted by the EMPLOYER at the Contract terms and prices. For the remaining Goods, the EMPLOYER may elect:
- a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractors.
- 21. Resolution of Disputes**
- 21.1 The EMPLOYER 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.
- 21.2 If, after twenty-eight (28) days from the commencement of such informal negotiations, the EMPLOYER and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.
- 22. Governing Language** The Contract shall be written in the English language. The English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties may be written in Nepali and/or English language.
- 23. Applicable Law** The Contract shall be interpreted in accordance with the laws of Nepal.
- 24. Notices**
- 24.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing and confirmed in writing to

the other party's address. Notice sent by facsimile or by email does not need confirmation of the receiver.

24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

26. Corruption

The Contractors shall adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. A "corrupt practice" refers to the offering, giving, receiving or soliciting (directly or indirectly) of anything of value to improperly influence the actions of another person. Corruption in the procurement process generally involves a fraudulent act such as bribery or a kickback. Contractually Contractor shall declare that they are not engaged in corrupt practices; they must disclose any situation that may appear to be a conflict of interest. REAL has a "zero tolerance" policy regarding acceptance of gifts or hospitality; and there are restrictions on employment of former REAL staff members.

27. Project Information board

The Contractor shall be responsible to place project information board prior to commence work at construction site as specified

7. ELIGIBILITY REQUIREMENT

1. Past Performance

The Contractor should have records of acceptable performance in the past. The EMPLOYER may disqualify any Contractor/Vendor, who has record of unsatisfactory performance within last three years.

1.1 EXPERIENCE

1.1.1 A Contractor's should have work experience of **five years** and construction of similar two building projects in Nepal worth more than NRS 6,000,000.00 each (NRs. Six Million Only) and should not have been disqualified in the past due to bad performance within last 5 years.

1.1.2 Bidder shall provide the firm's capacity and experience records in attached format. Also, bidder has to provide the verified copy of job order or job completion certificate received from client.

8. FIRM'S CAPACITY & EXPERIENCE

1. Past Experience

SN	Client	Specific Job	Value, NRs.	Completion date

Please provide copies of job order or job completion certificate obtained from the client.

Sample of Contract Agreement

9. CONTRACT AGREEMENT

This Contract Agreement is made on between **REAL / HELVETAS Swiss Intercooperation Nepal**, (hereinafter called “the EMPLOYER”) and **M/S** (Name and Address) (hereinafter called “the Contractor”).

Whereas the EMPLOYER invited bids for the construction of Agriculture Service Center Office building at Melamchi and has accepted the bid submitted by the Contractor for the same to the EMPLOYER and both the parties to this contract agree to the terms and conditions given hereunder.

TERMS AND CONDITIONS

- 1. Documents:** The following documents shall be a integral part of the contract agreement. The terms and conditions mentioned in these documents and understandings made later shall be binding for both the parties to this contract.
- a) Bid Notice (Invitation for Sealed Quotation)
 - b) BOQ
 - c) Technical Specifications & Quality Assurance
 - d) Detailed Drawings and design
 - e) Terms of Reference
 - f) Important Information
 - g) Schedule of Requirements
 - h) General Conditions of Contract
 - i) Notification of Award
 - j) Correspondences between the EMPLOYER and the Contractor

- 2. Contract amount:** The total value for the works is NRs. [In words:] including VAT.

Unit prices shall remain fixed and valid until the obligations of the contract are fulfilled by both the parties to the contract. The Contractor shall not make any change in the agreed price for whatsoever reason/s it may be.

The EMPLOYER and the Contractor hereby agree to the quoted unit price for any additional work beyond the quantity mentioned in the BoQ of this contract by the EMPLOYER within a month from the date of signing the contract.

- 3. Performance guarantee:** Contractor has submitted a bank guarantee of equivalent to **5% of contract amount including VAT** and the bank guarantee shall be valid at least upto a maintenance period. Performance guarantee will be released after maintenance period of twelve months after the date contract completion period.
- 4. Modifications/ amendments in design and drawings:** The EMPLOYER shall have the privilege to make modifications/ amendments in design and drawings and shall inform the Contractor of the same with mutual understanding and consent of both parties in written. In case of its repercussion on the total value of the contract, the Contractor shall inform the EMPLOYER within 7 days of receiving information for modifications/amendments.
- 5. Specifications and quality:**
- a) The Contractor shall assure the EMPLOYER that the works conform to the technical specifications and standards and fulfil the requirements of the Contractors. The Contractor is to furnish required documents to the EMPLOYER to assure the quality of the goods/works.
 - b) The EMPLOYER reserves the right to inspect the quality of the works/goods at any time and any place at its own cost.
 - c) The EMPLOYER may hire a third party of its confidence for inspection of quality of the works/goods.
 - d) The EMPLOYER shall reject the works/goods in case do not fulfil the quality requirements.
 - e) The EMPLOYER shall not be liable to make payment for rejected works/goods.

- f) The liability for loss and/or damages in transit remains solely with the Contractor.
- g) In case the goods delivered do not conform to the specifications, standards and design/drawing, the Contractor shall replace all such goods at its own cost.
- h) The material supplied by the Contractor shall be only from legal and authorized source.

6. Completion:

- a) The Contractor shall commence the works latest by **30 days** from date of signing of the contract.
- b) The works shall be complete as stipulated in respective schedule.

7. If the Contractor has not completed / corrected any Item/Defects within the time specified, the Project Engineer shall assess the cost of having the completion Item/Defects, and the Contractor shall pay this amount.

8. Time extension:

- a) If the Contractor foresees that work cannot be completed within the agreed period may request the EMPLOYER in written for extension of delivery period provided there are justifiable reasons.
- b) The EMPLOYER may consider time extension only if the Contractor informs of such events to the EMPLOYER within one week of happening with substantiating evidences.
- c) Time extension may be granted with or without penalty.
- d) The EMPLOYER shall make final decision regarding extension of time.

9. Liquidated damages:

- a) In case the Contractor fails to complete the work within the agreed period, the EMPLOYER may charge liquidated damage of 0.25% of contract value per day. The total amount of liquidated damage shall not exceed 10% of contract value. Liquidated damage will remain unchanged even if part work is made.
- b) If the work is not complete till the liquidated damage amounts to 10% of contract value, the EMPLOYER shall have the privilege to terminate the remaining work and the Contractor shall be disqualified for bidding to the EMPLOYER for a **period of two years**.

10. Payment:

- a) The Contractor shall submit to the Engineer running bill of the work executed less the cumulative amount certified previously.
- b) The Engineer shall check the Contractor's running bill and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined by the Engineer.
- d) The value of work executed shall comprise:
 - i. In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - ii. In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- e) The value of work executed shall include the valuation of Variations and Compensation Events.
- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) After receiving running bill by the EMPLOYER, the EMPLOYER shall pay the Contractor certified amount by the Engineer within 15 days.
- h) Payments shall be adjusted for deductions for advance payments and retention
- i) The Contractor shall submit the following documents to the EMPLOYER with the letter of request for payment.

- i. Request letter
 - ii. Test certificate (if applicable)
 - iii. Running bill of completed work
- j) The Contractor shall issue a VAT invoice in the name of REAL/HELVETAS Swiss Intercooperation Nepal in Nepalese currency.

10. Tax: Tax applicable as per prevailing rules of the land shall be for the account of the Contractor.

11. Advance: The Contractor may request for advance up to **20% of the contract amount** as mobilization amount. The Contractor has to provide a bank guarantee for such advance in the sample format of bank guarantee given in the bid document and such bank guarantee must be valid for a period of **twelve month** from the date of signing the contract agreement.

12. Force Majeure: This contract agreement may be terminated by either party to the contract in case of Force Majeure. "Force Majeure" means an event beyond the control of the parties to the contract and not involving either party's fault or negligence. If, at any time during the existence of the contract, either party is unable to perform in whole or part any obligation under this contract because of such events which include, but are not restricted to, natural calamities, war, revolutions, hostility, civil commotions, strikes, fires, epidemics, freight embargoes, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative. If such inability to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right claim damages from the other. All prior performances shall be subject to contract terms and conditions.

**On behalf of
REAL/
HELVETAS Swiss Intercooperation Nepal**

On behalf of the Contractor

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Seal:

Seal:

Witness,

Signature:

Signature:

Name:

Name:

10. SAMPLE FORMAT FOR BANK GUARANTEE

Performance Security

(On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: *Name and Address of Employer*

Date:

Performance Guarantee No.:

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

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

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

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

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

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

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

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

Advance Payment Security

(On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: *Name and Address of Employer*

Date:

Advance Payment Guarantee No.:

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

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

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

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *Contractor's account number*. at *name and address of the Bank*.

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

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

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

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

** Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate

paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

10. SAMPLE OF PROJECT INFORMATION BOARD

Size of board 3' x 5' , 22 gauge metal sheet

Construction of Agriculture Service Centre Office Building Melamchi 3 Sindhupachowk			
Clients:			
1.	District	Agriculture	Development Office, Sindhupalchowk
2.	ReAL – HELVETAS Swiss Intercooperation Nepal		
Contractor:			
Contract Amount NRS:			
Contract period:			
Logo of all clients			

11. BILL OF QUANTITIES (BOQ)

Construction of Agriculture Service Center Office Building at Melamchi, Sindhupalchowk (ReAL/IFB/ASC/003)

The bid amount includes completion of work with cost of materials, supply of materials, transportation up to construction site, loading/unloading, cost of equipment, tools, labor, travel, cost for supervision, insurance, allocation for uncertainties, overhead and taxes all complete.

SN	Description	Unit	Quantity	Rate in Fig. (इकाई दर अंकमा)	Rate in Words (इकाई दर अक्षरमा)	Total Amount (जम्मा रकम)
1	Earthwork in excavation medium soil including lifting & haulage	m ³	108.63			
2	Earthwork in back filling with proper levelling & compaction	m ³	99.44			
3	Flat brick soling in foundation bed	m ³	156.50			
4	M10 (1:3:6) Plain Cement Concrete in foundation	m ³	5.70			
5	M15 (1:2:4) Plain Cement Concrete in floors	m ³	5.40			
6	M20 (1:1.5:3) Reinforcement Cement Concrete	m ³	72.71			
7	First Class Brick Masonry work in 1:6 Cement Sand mortar	m ³	59.57			
8	Centering & Shuttering (plywood & steel post)	m ²	641.11			
9	Reinforcement steel (size as per detail design & drawings)	Kg	9195.00			
10	Salwood Door frame	m ³	0.48			
11	38 mm Salwood paneled door shutter	m ²	4.46			
11.1	Water proof teak plywood door shutter	m ²	14.03			

SN	Description	Unit	Quantity	Rate in Fig. (इकाई दर अंकमा)	Rate in Words (इकाई दर अक्षरमा)	Total Amount (जम्मा रकम)
12	UPVC Casement Window (Frame 60x60 mm, sash 60x70 mm) white color with 5 mm glass all complete	m ²	37.48			
13	38 mm thick 1:2:4 cement concreting with 1:1 net cement punning and anti-crack chemical	m ²	234.84			
14	12.5 mm thick 1:6 Cement Plastering inside and outside of building	m ²	1014.13			
15	150 mm Cement Skirting including cement plaster and net cement punning	m ²	39.78			
16	Two coat Emulsion painting on plater surface (recommended color)	m ²	1014.13			
17	Two coat enamel painting including primer in Door Frame & Shutter	m ²	36.98			
18	16 Gauge mild steel Staircase railing with painting all complete	Kg	150.34			
18.1	16 Gauge mild steel Round Staircase with painting all complete for the access to roof top	LS	1			
19	Fixing of Glazed ceramic tiles of approved make, color including 1:4 cement mortar all complete	m ²	19.83			
19.1	Fixing of Non-Glazed ceramic tiles of approved make, color including 1:4 cement mortar all complete	m ²	5.20			
20	Installation of Water supply and Sanitary items all complete sets (eg Commode, Washbasin, Shower Tap, Towel rod, Mirror etc) in 3 bathrooms including 1000 lit capacity poly tank with MS Stand at roof top and 1 hp water lifting pumps, pipes and fittings all complete. All samples shall be approved by engineer.	LS	1			

STANDARD BID DOCUMENT

SN	Description	Unit	Quantity	Rate in Fig. (इकाई दर अंकमा)	Rate in Words (इकाई दर अक्षरमा)	Total Amount (जम्मा रकम)
21	Installation of 15 Amp Electricity Wiring including 2 power socket, 1 tube light, 1 CFL bulb, 1 ceiling fan in each rooms (8 rooms & 3 bathrooms), entrance, varandha as of approved made all complete	LS	1			
22	Labor insurance, safety tools and information board etc	LS	1			
Total						
VAT @ 13%						
Grand Total						

We, under signed thoroughly readout all terms and condition, bidding process, drawing details associated with this bidding and fully agreed to perform work in accordance if success in bidding.

Submitted By

Name of Authorised Representative:

Name of Firm:

Signature:

Firm Seal:

Date: