



**SOS CHILDREN'S
VILLAGES**

CONTRACT AGREEMENT DOCUMENT

FOR

THE PROCUREMENT OF

**PROMOTING EQUITABLE ACCESS TO EDUCATION
AND HOLISTIC CHILD DEVELOPMENT IN PATARASI
(CONSTRUCTION COMPONENT)**

INVITATION FOR BIDS (IFB)



SOS Children's Villages Nepal
National Office
Madhyapur-2, Sanothimi, Bhaktapur
Nepal

SOS Children's Villages Nepal, National Office invites bids from eligible and qualified bidders for the following works under an open competitive bidding process. Bidding will be conducted in line with SOS Children's Village Nepal Procurement Policy and the terms set out in this Standard Bidding Document. Interested and eligible bidders may obtain the Bidding Document and all relevant supporting documents in PDF format from the SOS Children's Villages Nepal official web portal: www.sosnepal.org.np

EMPLOYER:	SOS CHILDREN'S VILLAGES NEPAL
CONTRACT TITLE:	PROMOTING EQUITABLE ACCESS TO EDUCATION AND HOLISTIC CHILD DEVELOPMENT IN PATARASI (CONSTRUCTION COMPONENT)
BID REFERENCE NO:	SOSCVNEPAL/CONST/PATARASI/2026
PROCUREMENT METHOD:	Request for Bid (RFB)
BIDDING PROCEDURE:	Single-stage double-envelope
BID SECURITY AMOUNT:	1,690,000.00 (In Words: One Million Six Hundred Ninety Thousand only)
BID PUBLICATION DATE:	10 July 2026
BID SUBMISSION DEADLINE DATE/TIME:	14 August 2026/1:00 PM
BID OPENING DATE/TIME:	14 August 2026/2:00 PM
PROJECT LOCATION:	Patarasi Rural Municipality, Dillichaur, Jumla
E-MAIL FOR CLARIFICATION:	procurement@sosnepal.org.np

PART I: BIDDING PROCEDURES

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

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

- **ELIGIBILITY:** Bidders must be duly registered, tax compliant, and not under debarment.
- **JVS ARE PERMITTED:** Yes.
- **BID PREPARATION:** Submit one signed, stamped bid containing: (i) Letter of Bid, (ii) Priced BOQ, (iii) Documentary evidence for qualification, (iv) Bid Security.
- **BID VALIDITY:** 45 days from the date of bid opening.
- **BID SECURITY:** NPR 1,690,000 (In Words: Nepalese Rupees One Million Six Hundred Ninety Thousand only); valid for 30 days beyond bid validity.
- **SUBMISSION:** Physical. The envelope shall be marked as: "Bid for SOSCVNEPAL/PATARASI/CONST/2026- Do Not Open Before 14 August 2026, 2:00PM"
- **SUBMISSION DEADLINE & OPENING:** Bids received after the deadline will be rejected. Opening shall be conducted at the stated time/place in presence of bidders who choose to attend.
- **CLARIFICATIONS DEADLINE:** Requests must be sent to the stated email at least 7 (seven) days before deadline, via email. Responses will be shared with all bidders.
- **EVALUATION METHOD:** The bidder with the highest Total Combined Score (TCS) will be recommended for award. TCS shall be calculated by Weighted Scoring (Quality and Cost Based Selection- QCBS) as follows:
Total Combined Score (TCS)= Technical Score (T)*0.7 + Financial Score (F)*0.3
The Technical Score (T) will be based on Technical Criteria Marksheet; please refer section 3.3 EVALUATION METHOD for details.
The Financial Score (F) will be based on the lowest evaluated bid price using the following formula:
 $F = (\text{Lowest Bid Price} / \text{Bidders' Price}) * 100$
- **CURRENCY & TAXES:** All prices shall be quoted in Nepalese Rupees (NPR) and shall be inclusive of VAT, as specified in the Bid Data Sheet (BDS).
- **CODE OF CONDUCT & SAFEGUARDING:** Documents to be read: Child and Youth Safeguarding Policy, Code of Conduct, Combine PHSEA, Confidentiality Clause, Declaration, Data Privacy Agreement, Data Protection Agreement, Misconduct Incident Management Regulation, Sexual Misconduct Regulation (PHSEA).
Documents to be signed: Code of Conduct, Declaration.
- **DISCOUNTS:** Bidders may offer discounts. Any discount offered shall be clearly stated in the Bid Submission Form and expressed either as a fixed amount or as a percentage of the total bid price.

SECTION 2: BID DATA SHEET (BDS)

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1: Instructions to Bidders.

CONTRACT TITLE:	PROMOTING EQUITABLE ACCESS TO EDUCATION AND HOLISTIC CHILD DEVELOPMENT IN PATARASI (CONSTRUCTION COMPONENT)
BID REFERENCE NO:	SOSCVNEPAL/CONST/PATARASI/2026
EMPLOYER:	SOS CHILDREN'S VILLAGES NEPAL
PROCUREMENT METHOD:	Request for Bid (RFB)
PROJECT LOCATION:	Patarasi Rural Municipality, Dillichaur, Jumla
BID PUBLICATION DATE:	10 July 2026
BID SUBMISSION DEADLINE/TIME:	14 August 2026/1:00 PM
BID OPENING DATE/TIME:	14 August 2026/2:00 PM
BIDDING PROCEDURE:	Single-stage double-envelope
BID SUBMISSION:	Physical. The envelope shall be marked as: "Bid for SOSCVNEPAL/PATARASI/CONST/2026- Do Not Open Before 14 August 2026, 2:00 PM"
ADDRESS FOR BID SUBMISSION:	SOS Children's Villages Nepal, Madhyapur 2, Sanothimi, Bhaktapur Post Box: 757 Kathmandu T: +977 (01) 6630391
BID SECURITY AMOUNT:	NPR 1,690,000.00 (In Words: Nepalese Rupees One Million Six Hundred Ninety Thousand only) in the form of a Bank Guarantee
BID VALIDITY:	45 days from the date of bid opening
SITE VISIT DATES*:	(29-31) July 2026
CLARIFICATIONS DEADLINE:	7 August 2026 via email on procurement@sosnepal.org.np
PRE-BID MEETING** DATE/TIME:	10 August 2026/2:00 PM
CONTACT PERSON FOR CLARIFICATIONS:	Name: Bharat Bhushan Rupakheti Designation: Civil Engineer Phone: +977-1-6630391
EVALUATION METHOD:	Combined Technical and Financial Evaluation (Technical 70% + Financial 30%); the detailed evaluation procedure is described in ITB. Refer to Section 3.3.1 for the Technical Evaluation Marksheet
RETENTION MONEY:	5% of Contract Price (excluding VAT)
DEFECTS LIABILITY PERIOD (DLP):	365 days (from the date of project completion)

ADVANCE PAYMENT:	Total advance payment shall be 20% of the Contract Price (excluding VAT) First installment: 10% shall be paid to the contractor upon submission of equivalent acceptable Bank Guarantee for advanced payment and Insurance Report, after agreement Second installment: 10% shall be paid after initiation of work.
TYPE OF CONTRACT:	Item Rate Contract (Measurement Based)
CURRENCY AND TAXES:	All prices shall be quoted in Nepalese Rupees (NPR) and shall be inclusive of VAT
LANGUAGE FOR BIDS:	English
PROJECT COMPLETION TIME:	14 months (420 days)
PRICE ADJUSTMENT:	No
JV PERMISSION:	Yes
LIQUIDATED DAMAGES:	0.05% of the Contract Price per day of delay, up to a maximum of 10% of the Contract Price
PERFORMANCE BOND:	5% of the Contract Price
GOVERNING LAW:	The law of Nepal

* Interested bidders are strongly encouraged to conduct a site visit in order to obtain a clear and comprehensive understanding of the project location, site conditions, access routes, and the geographical characteristics of the surrounding area. This will support accurate bid preparation and help ensure proper planning for the execution of the works. All the expenses incurred during Site Visit shall be borne entirely by the Contractor.

** The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

SECTION 3: EVALUATION AND QUALIFICATION CRITERIA (EQC)

This Section contains all the criteria that the Employer shall use to evaluate bids whereby the Bidders are required to be qualified by meeting predefined, precise minimum requirements. Only the Bidders submitting all documents/meeting all criteria as mentioned in 3.1, 3.2 and 3.3 shall be qualified for further evaluation (further evaluation is illustrated in 3.4).

3.1 PRELIMINARY EXAMINATION (Failure to submit following documents shall lead to disqualification of Bidder)

- Signed Letter of Bid
- Bid validity as per BDS
- Bid Security as required
- Eligibility documents (Company Registration Certificate, VAT Registration Certificate, Tax Clearance/Renewal)
- Power of Attorney
- Qualification Information (Experience, Turnover, etc.)
- Complete BOQ pricing; no major omissions

3.2 TECHNICAL RESPONSIVENESS (Failure to submit following documents shall lead to disqualification of Bidder)

- Conformity to Employer's Requirements and Technical Specifications
- Work Program/Method Statement and mobilization schedule adequate
- ESHS & OHS approach including site-specific risks and mitigation
- Work Schedule

3.3 EVALUATION METHOD

Bidders passing the criteria set under 3.1 and 3.2 shall be eligible for further evaluation, which involves scoring the individual bidders using the following formula:

TCS= (T*0.7) + (F*0.3); where,

TCS: Total Combined Score,

T: Technical Score based on Technical Evaluation Marksheet (please refer section 3.3.1),

F: Financial Score based on the lowest evaluated bid price using the following formula:

F= (Lowest Bid Price/Bidders' Price) * 100

As mentioned in Section 1 ITB, the bid shall be awarded to the bidder with the highest Total Combined Score (TCS).

3.3.1 TECHNICAL EVALUATION MARKSHEET (WORKS) – 100 POINTS

CONTRACT TITLE:	
BID REFERENCE NO:	
BIDDER'S NAME:	

DATE OF EVALUATION:	
EVALUATION METHOD:	Combined (Technical 70% + Financial 30%)

NOTES:

1. Each sub-criterion shall be evaluated based on the specific scoring guidance provided under that sub-criterion. The number of scoring bands (e.g., 0–5 levels or 0–6 levels) may vary depending on the nature of the criterion. Evaluator shall award marks strictly according to the defined scoring guidance for each sub-criterion and not according to a uniform percentage scale.
2. If a sub-criterion is not applicable, 'N/A' shall be written, and no points shall be awarded for that item.
3. The score awarded for each sub-criterion shall not exceed its maximum allocated points.
4. The category totals shall match the maximum points shown and not exceed the maximum for any item.
5. The Technical Score shall be expressed either as a whole number or to one decimal place.

A. WORK METHODOLOGY (20 POINTS)

Assess the bidder's understanding of scope, sequence, site conditions in Patarasi, Jumla, risk management, and feasibility of the proposed approach and schedule.

S.N.	SUB-CRITERION	FULL MARKS	SCORING GUIDANCE	EVIDENCE REQUIRED	BIDDER SCORE & COMMENTS
A1	UNDERSTANDING OF PROJECT CONTEXT & SITE CONDITIONS	2	Demonstrates clear, accurate understanding of site location's geography, remoteness, terrain, altitude, seasonal constraints, local supply limitations, community considerations- 2 Partial understanding; generic statements; does not address location specific conditions- 1 No meaningful understanding of site context- 0	Narrative describing local challenges Demonstration of awareness of transport routes, high-altitude logistics, and weather risks	_____/2 Comments: _____ _____
A2	CONSTRUCTION PHASING & WORK SEQUENCING	2	Logical, stepwise sequence from site setup → foundations → stone masonry → truss → roofing → finishing → handover; shows ability to run multiple units in parallel- 2 Sequence exists but lacks detail or practicality- 1	Written phasing plan Simple flow chart or sequence diagram	_____/2 Comments: _____ _____

			No meaningful phasing plan- 0		
A3	MATERIAL SOURCING & TRANSPORT LOGISTICS PLAN	2	Clear strategy for sourcing local stone, sand, and importing cement, steel, CGI, trusses; addresses local transport constraints (road condition, load limits, weather)- 2 Generic material list, lacks location specific logistics- 1 No logistics plan- 0	Material procurement plan Transport route plan + delivery scheduling Supplier names (if available)	_____/2 Comments: _____ _____
A4	WORKFORCE MOBILIZATION & LOCAL LABOR USE	2	Clear staffing plan with masons, truss fabricators, helpers; includes commitment to local labor engagement and site supervision structure- 2 Basic workforce list without deployment details- 1 No workforce plan- 0	Labor mobilization schedule Organization chart for site team	_____/2 Comments: _____ _____
A5	QUALITY CONTROL & COMPLIANCE WITH TECHNICAL SPECIFICATIONS	2	Covers QC for masonry, concrete mix, horizontal bands, truss fabrication, roofing installation, alignment checks, material testing, acceptance criteria- 2 Mentions QC but lacks procedures or testing plan- 1 No QC plan- 0	Material testing procedures Inspection checklists QC supervisory arrangements	_____/2 Comments: _____ _____
A6	ENVIRONMENT, HEALTH & SAFETY (EHS) MANAGEMENT	2	Addresses PPE, fall protection at roofing, first aid, site cleanliness, tool safety, emergency response, waste management, and child-safe construction protocols- 2 Limited EHS content; no child-safeguarding integration- 1 No EHS plan- 0	EHS policy Safety supervision plan Waste management procedures	_____/2 Comments: _____ _____
A7	RISK ASSESSMENT &	2	Identifies major risks (landslides, weather, supply	Risk assessment	_____/2 Comments:

	MITIGATION STRATEGY		delays, labor shortage) and provides realistic mitigation steps- 2 Lists risks but mitigation is poor or impractical- 1 No risk assessment- 0	matrix (risk, impact, mitigation)	_____ _____ _____
A8	CONSTRUCTION TECHNOLOGY, TOOLS & EQUIPMENT DEPLOYMENT	2	Lists tools/equipment (mixers, compactors, scaffolding, lifting aids, truss installation tools) and shows availability- 2 Limited equipment list, unclear ownership- 1 No equipment plan- 0	Equipment list with ownership or lease documents Mobilization schedule	_____/2 Comments: _____ _____
A9	TIMELINE, WORK SCHEDULE & GANTT CHART	2	Realistic timeline considering location's seasonal windows (typically April–November), includes milestones for each building- 2 Timeline exists but unrealistic or lacks milestones- 1 No timeline- 0	Gantt chart or bar diagram Critical path identification (optional)	_____/2 Comments: _____ _____
A10	COMMUNITY COORDINATION, SOCIAL SAFEGUARDS & COMPLIANCE	2	Clear strategy for coordination with SOS Children's Village National Office, Ward Office, SMC, community stakeholders; includes grievance mechanism, safeguarding, minimal disruption to school activities- 2 Some community interaction described but not systematic- 1 No plan- 0	Stakeholder engagement plan Safeguarding statement Communication protocol	_____/2 Comments: _____ _____
	SUBTOTAL – WORK METHODOLOGY	20			SUBTOTAL: _____/20

B. GENERAL WORK EXPERIENCE (10 POINTS)

S.N.	SUB-CRITERION	FULL MARKS	SCORING GUIDANCE	EVIDENCE REQUIRED	BIDDER SCORE & COMMENTS
B1	OVERVIEW OF COMPANY EXPERIENCE	3	Provides a clear, concise company profile; Shows 10+ years of construction experience relevant to building works; Demonstrates a track record of successful completion of multiple building projects, especially public/community buildings; Shows organizational stability (registered office, management structure, active operations); Information is complete, consistent and reliable- 3 Submits a general company profile with 5+ years of relevant building construction experience; Experience may be fewer projects or smaller scale but still shows ability to undertake school-type works; Organizational information is present but not very detailed- 2 Provides minimal or generic company information; Shows very limited construction experience or unrelated project history; Organizational structure or background is unclear or poorly documented- 1	Company Profile Document (Year of establishment; Legal registration details; Office address(es); Brief history of operations) Overview of Core Business Activities (Statement of primary construction services; Types of building projects normally executed) Summary of Past Experience (High-level) (List of building projects completed (no detailed project sheets required here — those go under “Specific Experience”) Organizational Structure (Basic overview of management, technical leads, and support units)	_____/3 Comments: _____ _____

			Provides no company profile, or Information is irrelevant, unverifiable, or contradictory- 0		
B2	YEARS IN BUSINESS	3	≥ 10 years in operation with continuous registration and activity- 3 6-9.99 years- 2.5 2-5.99 years- 2 0.5-1.99 years- 1 <0.5 year or no supporting document- 0	Registration certificate showing date of establishment; Renewal certificates; PAN/VAT registration date; Audit reports indicating operational history; Tax clearance documents	_____/3 Comments: _____ _____
B3	INNOVATIVE SOLUTIONS	2	Clear, project-relevant innovations backed with evidence- 2 Mention of some innovations with limited relevance/documentation - 1.5 Basic reference to innovation but not well-explained or not relevant- 1 Very generic statements with no supporting detail- 0.5 No evidence of innovation or not mentioned- 0	Written descriptions of innovation used in past projects; Photos demonstrating improved methodology or new tools; Certifications in new construction technologies (if any); Quality systems (ISO 9001, ISO 45001, etc.); Company SOPs showing improved practices; Digital tools used (MS Project, BIM, etc.)	_____/2 Comments: _____ _____
B4	AWARDS & RECOGNITIONS	2	National/international awards; government/ INGO recognition; safety	Award letters or certificates (PDF or scanned);	_____/2 Comments:

			or quality awards; verifiable and relevant- 2 Regional awards or certificates of appreciation from clients- 1.5 Minor recognition from local bodies or contractors' associations- 1 Claimed awards without strong verification- 0.5 No awards or evidence submitted- 0	Letters of appreciation from clients; Recognition or ratings from INGOs, NGOs, municipalities; Safety or quality excellence certificates; Media articles featuring the company	_____ _____
	SUBTOTAL – GENERAL WORK EXPERIENCE	10			SUBTOTAL: _____/10

C. QUALIFICATIONS & COMPETENCE OF KEY STAFF, POSSESSION OF KEY EQUIPMENT (25 POINTS)

S.N.	SUB-CRITERION	FULL MARKS	SCORING GUIDANCE	EVIDENCE REQUIRED	BIDDER SCORE & COMMENTS
	KEY STAFF (14 POINTS)				
C1	PROJECT MANAGER (B.E. CIVIL)	4	B.E. Civil + ≥ 7 years' experience in project management; at least 2 similar building projects in remote/hilly areas; strong leadership + site coordination experience; CV complete and signed; availability clearly stated- 4 B.E. Civil + 5–6.99 years relevant experience; good exposure to similar works- 3 B.E. Civil + 3–4.99 years' experience; limited but acceptable experience- 2 B.E. Civil but < 3 years' experience or weak relevance- 1	Signed CV (with recent photo); Copy of academic degree (B.E. Civil); Professional license (if available); Experience certificates/work references; Appointment letter or letter of commitment	_____/4 Comments: _____ _____

			Does not meet educational qualification, CV missing, or irrelevant experience- 0	t; Citizenship/I D	
C2	SITE OVERSEER (DIPLOMA CIVIL)	3	Diploma in Civil Engineering + ≥ 7 years' experience in stone masonry & CGI roofing with truss; experience managing multiple building blocks; demonstrated past similar roles- 3 Diploma + 5–6.99 years' experience with relevant exposure- 2.5 Diploma + 3–4.99 years' experience; partially relevant- 2 <3 year Diploma holder with minimal/unclear experience- 1 No diploma submitted; CV absent or irrelevant- 0	Signed CV; Diploma certificate (Civil Engineering); Experience letters from previous employers; Citizenship/I D; Letter of commitment from contractor	_____/3 Comments: _____ _____
C3	STRUCTURE / TRUSS FABRICATION SPECIALIST	3	Demonstrated experience (7+ years) in fabrication and installation of lightweight metal trusses; ability to supervise roof anchoring, bracing, and alignment- 3 5-6.99 years' experience- 2.5 3-4.99 years' experience- 2 < 3 years' generic metalwork experience only- 1 No relevant experience- 0	CV; training/credentials; references Portfolio of past truss works (photos, letters)	_____/3 Comments: _____ _____
C4	MASONRY FOREMAN / HEAD MASON	3	7+ years of stone masonry experience; has led construction of rural/mountain school buildings; expert in band levels, straightness, mortar management- 3 5–6.99 years' experience- 2.5 3-4.99 years' experience- 2 < 3 years basic mason without leadership experience- 1 No relevant experience- 0	CV or skill documentation Work experience proof/ photos	_____/3 Comments: _____ _____

C5	SAFETY SUPERVISOR	1	Dedicated safety focal person; training in OHS; experience implementing safety at rural construction sites, including child-safe construction protocol- 1 Minimal safety experience- 0.5 No safety personnel proposed- 0	CV Training certificates (if any) Safety management experience	_____/2 Comments: _____ _____
KEY EQUIPMENT (11 POINTS)					
C6	CONCRETE & MASONRY WORKS	1	Concrete Mixer Machine (1-bag or 1.5-bag capacity), Vibrators, Water Pumps, Generator in optimum condition- 1 Equipment pledged but condition unclear- 0.5 No such equipment- 0	Ownership/ lease documents Photos	_____/1 Comments: _____ _____
C7	EARTHWORK & SITE DEVELOPMENT	1	Mini Excavator or Backhoe Loader, Plate Compactor; Roller (small walk-behind type), Dump Truck/Tractor with Trailer in optimum condition- 1 Equipment pledged but condition unclear- 0.5 No such equipment- 0	Ownership/ lease documents Photos	_____/1 Comments: _____ _____
C8	TRUSS FABRICATION & INSTALLATION TOOLS, AVAILABILITY OF DEDICATED TRUSS FABRICATION FACILITY (OWNED/ LEASED)	6	Owns truss fabrication factory; Full set of truss fabrication tools (Cutting, welding, grinding, drilling equipment); Skilled operator availability; Demonstrated capacity to fabricate, trial assemble (if required), and transport trusses to site- 6 Bidder does not own a factory but shows: Valid lease agreement or MoU with a fabrication workshop; Evidence that workshop has adequate equipment and skilled fabricators	For own factory: Company registration; Asset/inventory list; Photographs; CVs of welders, fabricators, technicians, supervisors; Past truss fabrication project evidence	_____/6 Comments: _____ _____

			; Evidence of previous truss fabrication works executed through the same facility/workshop- 4 Bidder neither owns a factory nor has lease agreement/partnership at workshop but owns essential truss fabrication tools and equipment; Skilled welders/fabricators available ; Provides practical methodology for fabrication and assembly using temporary/site-based arrangements: 2 No workshop ownership; No lease agreement; No fabrication arrangement; Vague claims without evidence- 0	For leased /partner workshop: Lease agreement or MoU; Photos and capacity details; Equipment inventory list; Evidence of previous truss works For own equipment: Inventory list of essential tools; photos, invoices, agreements); photograph s showing tools in usable condition; For all: Description of fabrication process; Quality control approach (alignment, welding checks, anti-rust coating)	
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C9	TRANSPORTATION ARRANGEMENT	2	Clear transport plan; dedicated vehicles for hauling CGI sheets, trusses, and materials along mountain roads- 2 Generic transport arrangement without detail - 1 No transport plan- 0	Vehicle ownership/ lease documents Transport strategy: routes + contingency	_____/2 Comments: _____ _____
C10	HAND TOOLS FOR EARTHWORK, DEMOLITION & REPAIR WORKS; CUTTING TOOLS; SCAFFOLDING SETS; SHORING PROPS; SAFETY & GENERAL EQUIPMENT	1	Spades, Pickaxes, Crowbars, Wheelbarrows; Electric breakers, Chisels, Hammers; Rebar cutter, Grinder Metal scaffolding with platforms; Adjustable Steel Props; Ladder & Safety Harness Sets, First Aid & Emergency Kits; Water Storage Tank for curing & construction use- 1 Possesses more than 50% of above tools and equipment- 0.5 No possession- 0	Ownership documents Scaffolding plan Inventory List	_____/1 Comments: _____ _____
	SUBTOTAL – KEY STAFF & KEY EQUIPMENT AND TOOLS	25			SUBTOTAL: _____/25

D. PAST WORK EXPERIENCE WITH SOS CHILDREN'S VILLAGES NEPAL (15 POINTS)

S.N.	SUB-CRITERION	FULL MARKS	SCORING GUIDANCE	EVIDENCE REQUIRED	BIDDER SCORE & COMMENTS
D1	NUMBER OF PROJECTS COMPLETED	6	≥3 projects successfully completed with the Employer- 6 2 projects completed with the Employer- 4 1 project completed with the Employer- 2 No previous experience with the Employer- 0	Contracts; Completion certificates; Performance letters	_____/6 Comments: _____ _____

D2	PERFORMANCE QUALITY AND TIMELINESS	9	All projects undertaken completed on time, within budget, with no major corrective actions- 9 Projects completed with minor time delays or minor quality issues- 6 Projects completed with significant delays or multiple instructions for correction- 3 No performance evidence / poor performance record- 0	Contracts; Completion certificates ; Performance letters	_____/9 Comments: _____ _____
	SUBTOTAL – PAST WORK EXPERIENCE WITH CLIENT	15			SUBTOTAL: _____/15

E. RELEVANT WORK EXPERIENCE – SIMILAR SIZE & NATURE (30 POINTS)

S.N.	SUB-CRITERION	FULL MARKS	SCORING GUIDANCE	EVIDENCE REQUIRED	BIDDER SCORE & COMMENTS
E1	NUMBER OF SIMILAR PROJECTS EXECUTED IN LAST 5 YEARS	10	Only projects completed within the last five (5) years shall be considered. Similarity shall be based on nature, scope, and construction type. ≥5 similar projects- 10 4 similar projects- 8 3 similar projects- 6 2 similar projects- 4 1 similar project- 2 No similar projects- 0	Contract Agreement showing contract value, Work Completion Certificate	_____/10 Comments: _____ _____
E2	PROJECT VALUE THRESHOLDS ACHIEVED	9	Only projects completed within the last five (5) years shall be considered. Completed at least 1 project worth ≥ 45,000,000.00- 9 Completed at least 1 project worth ≥ 33,900,000.00- 6 Completed at least 1 project worth ≥ 22,600,000.00- 3 No project meeting minimum threshold- 0	Contract Agreement showing contract value, Work Completion Certificate	_____/9 Comments: _____ _____

E3	ITEMS OF WORKS OF SIMILAR NATURE & COMPLEXITY EXECUTED	11	CGI Roofing Area: ≥ 1100 sq. m.- 2 ≥ 550 sq. m.- 1 ≥ 275 sq. m.- 0.5 ≤ 275 sq. m.- 0 Truss Fabrication Weight: $\geq 14,000$ kg- 2 $\geq 7,000$ kg- 1 $\geq 3,500$ kg- 0.5 ≤ 3500 kg- 0 Stone Masonry Volume: ≥ 400 cu. m.- 2 ≥ 200 cu. m.- 1 ≥ 100 cu. m.- 0.5 ≤ 100 cu. m.- 0 Experience managing multi-unit sites single storey public buildings: ≥ 3 block layouts each at ≥ 3 locations- 2 2 block layouts each at 2 locations- 1 < 2 block layouts- 0 Projects completed at remote locations: ≥ 3 projects- 3 2 projects- 2 1 project- 1	Project completion certificates; Project nature (school, health post, ward office, etc.); Quantities: CGI roofing area (m²); Truss weight (kg); Stone masonry (m³); Number of buildings or classrooms; Floor area built; BOQ excerpts or final measurement sheets; Photos of works executed	_____/11 Comments: _____ _____
	SUBTOTAL – RELEVANT WORK EXPERIENCE	30			SUBTOTAL: _____/30
<u>CATEGORIES</u>					<u>SCORE</u>
A. WORK METHODOLOGY (20)					____/20
B. GENERAL EXPERIENCE (10) + C. KEY STAFF & KEY EQUIPMENT (25) + D. PAST CLIENT WORK (15) + E. SIMILAR PROJECTS (30)					____/80
TOTAL TECHNICAL SCORE A. + B. + C. + D. + E.					____/100

EVALUATOR SIGN-OFFS

NAME	DESIGNATION	SIGNATURE/DATE

SECTION 4: BIDDING FORMS

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

LETTER OF TECHNICAL BID

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

Date:

Name of the contract:

Invitation for Bid No.:

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to execute in conformity with the Bidding Documents the following Works: ***[Insert Description of the works]***
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **120** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from Nepal.
- (e) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Employer, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (f) We are not a government owned entity.
- (g) We declare that we, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest and we have not been punished for an offense relating to the concerned profession or business.
- (h) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the Employer.
- (i) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.
- (j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section VI (Works Requirement) and our technical proposal, or as otherwise agreed with the Employer.

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

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

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

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

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

LETTER OF PRICE BID

(To be printed on Bidder's Letterhead)

DATE: _____

BID REFERENCE NO.: _____

CONTRACT TITLE: _____

TO: [Name of Employer]

We, the undersigned, declare that:

1. We have examined and fully understand the Bidding Document, including the Conditions, Specifications, Drawings, and BoQ.
2. We offer to execute and complete the Works in conformity with the requirements for a total bid price of:

TOTAL BID AMOUNT (figures): NPR _____

TOTAL BID AMOUNT (words): NPR _____

3. We agree to abide by this bid for the validity period stated in the BDS.
4. We confirm that the information submitted is true, complete, and accurate.
5. We commit to complying with all ESHS, PSEA, SOS CHILDREN'S VILLAGE NEPAL's Child Safeguarding Policy, and Safety requirements of the Employer.
6. We understand that the Employer is not bound to accept the lowest or any bid.

AUTHORIZED SIGNATURE: _____

NAME OF SIGNATORY: _____

POSITION /TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

(Company Seal)

BID SECURITY (BANK GUARANTEE)

(To be printed on Bank's Letterhead)

[BANK'S NAME]

[ADDRESS OF ISSUING BRANCH OR OFFICE]

[DATE]

BID SECURITY NO.: _____

BID REFERENCE NO.: _____

CONTRACT TITLE: _____

TO: [Name of Employer]

[Address]

We, the undersigned, [Name of Bank], hereby issue this unconditional Bank Guarantee at the request of [Name of Bidder], in connection with their bid for the above-referenced contract.

We undertake to pay you, upon your first written demand, without any right of objection, the amount of:

NPR _____ (Nepalese Rupees _____)

1. This guarantee becomes payable if the Bidder:
 - withdraws or modifies its bid during the bid validity period; or
 - fails to sign the contract when awarded; or
 - fails to submit performance security (if required).
1. This guarantee shall remain valid until _____ (date), corresponding to the bid validity period specified in the Bidding Documents.
2. Any claim under this guarantee must be received in writing at our office before expiry.

This guarantee is irrevocable, unconditional, and payable on first demand.

AUTHORIZED SIGNATURE (Bank): _____

NAME /TITLE: _____

Bank Seal

TECHNICAL PROPOSAL FORMAT

PERSONNEL

EQUIPMENT

SITE ORGANIZATION

METHOD STATEMENT

MOBILIZATION SCHEDULE

CONSTRUCTION SCHEDULE

OTHERS

PERSONNEL

Form PER- 1: PROPOSED PERSONNEL

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

NO.	NAME	POSITION*	ACADEMIC QUALIFICATION	TOTAL WORK EXPERIENCE [YEARS]	EXPERIENCE IN SIMILAR WORKS [YEARS]
1.					
2.					
3.					

Form PER- 2: RESUME OF PROPOSED PERSONNEL

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

POSITION*		
PERSONAL INFORMATION	NAME	DATE OF BIRTH
	PROFESSIONAL QUALIFICATIONS	
PERSONAL EMPLOYMENT	NAME OF EMPLOYER	
	ADDRESS OF EMPLOYER	
	TELEPHONE	CONTACT (MANAGER/PERSONAL OFFICER)
	FAX	E-MAIL
	JOB TITLE	YEARS WITH PRESENT EMPLOYER

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

FROM*	TO*	COMPANY, PROJECT, POSITION AND RELEVANT TECHNICAL AND MANAGEMENT EXPERIENCE

*As listed in Criteria 3.3.1 C of Section 3

EQUIPMENT

Form EQU: EQUIPMENT

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

(i) FOR THE EQUIPMENT UNDER BIDDER'S OWNERSHIP

NO.	EQUIPMENT* TYPE AND CHARACTERISTICS	TOTAL NOS. OF EQUIPMENT UNDER BIDDER'S OWNERSHIP	NO. OF EQUIPMENT ENGAGED/PROPOSED FOR ONGOING/COMMITTED CONTRACTS	NOS. OF EQUIPMENT PROPOSED FOR THIS CONTRACT
1.				
2.				
3.				
4.				
5.				

(ii) FOR THE EQUIPMENT TO BE LEASED/HIRED

NO.	EQUIPMENT* TYPE AND CHARACTERISTICS	TOTAL NOS. OF EQUIPMENT UNDER THE OWNERSHIP OF LEASE/HIRE PROVIDER	NO. OF EQUIPMENT ENGAGED/COMMITTED FOR OTHER WORKS	NOS. OF EQUIPMENT PROPOSED TO BE LEASED/HIRED FOR THIS CONTRACT
1.				
2.				
3.				
4.				
5.				

TYPE OF EQUIPMENT

EQUIPMENT INFORMATION	NAME OF MANUFACTURER	Model and power rating
	CAPACITY	Year of manufacture
CURRENT STATUS	CURRENT LOCATION	
	DETAILS OF CURRENT COMMITMENTS	

SOURCE	INDICATE SOURCE OF THE EQUIPMENT (TICK ONE)
	☐ OWNED ☐ RENTED ☐ LEASED ☐ SPECIALLY MANUFACTURED

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

OWNER	NAME OF OWNER	
	ADDRESS OF OWNER	
	TELEPHONE	CONTACT NAME AND TITLE
	FAX	EMAIL
AGREEMENTS	DETAILS OF RENTAL / LEASE / MANUFACTURE AGREEMENTS SPECIFIC TO THE PROJECT	

*As listed in Criteria 3.3.1 C of Section 3

BIDDER'S INFORMATION AND QUALIFICATION FORMAT

SITE ORGANIZATION

METHOD STATEMENT

MOBILIZATION SCHEDULE

CONSTRUCTION SCHEDULE

OTHERS

BIDDER'S QUALIFICATION

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

BIDDER'S INFORMATION SHEET

BIDDER'S INFORMATION	
BIDDER'S LEGAL NAME	
IN CASE OF JV, LEGAL NAME OF EACH PARTNER	
BIDDER'S COUNTRY OF CONSTITUTION	
BIDDER'S YEAR OF CONSTITUTION	
BIDDER'S LEGAL ADDRESS IN COUNTRY OF CONSTITUTION	
BIDDER'S AUTHORIZED REPRESENTATIVE (NAME, ADDRESS, TELEPHONE NUMBERS, FAX NUMBERS, E-MAIL ADDRESS)	
Attached are copies of the following original documents.	
1. In case of single entity, articles of incorporation or constitution of the legal entity named above. 2. Authorization to represent the firm or JV named in above. 3. In case of JV, letter of intent to form JV or JV agreement.	

JV INFORMATION SHEET

Each member of a JV must fill in this form

JV/SPECIALIST SUBCONTRACTOR INFORMATION	
BIDDER'S LEGAL NAME	
JV PARTNER'S OR SUBCONTRACTOR'S LEGAL NAME	
JV PARTNER'S OR SUBCONTRACTOR'S COUNTRY OF CONSTITUTION	
JV PARTNER'S OR SUBCONTRACTOR'S YEAR OF CONSTITUTION	
JV PARTNER'S OR SUBCONTRACTOR'S LEGAL ADDRESS IN COUNTRY OF CONSTITUTION	
JV PARTNER'S OR SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE INFORMATION (NAME, ADDRESS, TELEPHONE NUMBERS, FAX NUMBERS, E-MAIL ADDRESS)	
Attached are copies of the following original documents.	
1. articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm named above, in accordance with ITB 20.2. 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	

PENDING LITIGATION

Each member of a JV must fill this form.

PENDING LITIGATION			
☐ No pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria) ☐ Pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)			
YEAR	MATTER IN DISPUTE	VALUE OF PENDING CLAIM IN NPR	VALUE OF PENDING CLAIM AS A PERCENTAGE ON NET WORTH

FINANCIAL SITUATION

Each member of a JV must fill this form.

FINANCIAL DATA FOR PREVIOUS 3 YEARS [IN NPR]		
YEAR 1:	YEAR 2:	YEAR 3:

Information from Balance Sheet

TOTAL ASSETS			
TOTAL LIABILITIES			
NET WORTH			
CURRENT ASSETS			
CURRENT LIABILITIES			

Information from Income Statement

TOTAL REVENUES			
PROFIT BEFORE TAX			
PROFIT AFTER TAX			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified auditor.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

AVERAGE ANNUAL CONSTRUCTION TURNOVER

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

ANNUAL TURNOVER DATA FOR THE LAST 10 YEARS (CONSTRUCTION ONLY)	
YEAR	AMOUNT CURRENCY

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

--

FINANCIAL RESOURCES

Specify proposed sources of financing, such as liquid assets, unencumbered real assets and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts.

FINANCIAL RESOURCES		
NO.	SOURCE OF FINANCING	AMOUNT (IN NPR)
1		
2		
3		

BID CAPACITY

Each member of a JV must fill this form.

BID CAPACITY = [(5 X A) – B]

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

B = Annual Value of the existing commitments and works (ongoing) to be completed, calculated from this form (Bid Capacity).

S.N	NAME OF BIDDER	PAN NO.	A, IN MILLION	B, IN MILLION	BID CAPACITY, IN MILLION
1					
2					
3					

TOTAL BID CAPACITY:

SIGNATURE OF BIDDER

GENERAL CONSTRUCTION EXPERIENCE

GENERAL CONSTRUCTION EXPERIENCE				
STARTING MONTH YEAR	ENDING MONTH YEAR	YEAR	CONTRACT IDENTIFICATION AND NAME AND ADDRESS OF EMPLOYER, BRIEF DESCRIPTION OF THE WORKS EXECUTED BY THE BIDDER	ROLE OF BIDDER

SPECIFIC CONSTRUCTION EXPERIENCE

Fill up one (1) form per contract.

CONTRACT OF SIMILAR SIZE AND NATURE			
CONTRACT NO..... OF.....	CONTRACT IDENTIFICATION		
AWARD DATE		COMPLETION DATE	
ROLE IN CONTRACT	☐ CONTRACTOR	☐ MANAGEMENT CONTRACTOR	☐ SUBCONTRACTOR
TOTAL CONTRACT AMOUNT	☐ NPR		
IF PARTNER IN A JV OR SUBCONTRACTOR, SPECIFY PARTICIPATION OF TOTAL CONTRACT AMOUNT	PERCENT OF TOTAL	AMOUNT	
EMPLOYER'S NAME ADDRESS TELEPHONE/FAX NUMBER E-MAIL			
DESCRIPTION OF THE SIMILARITY IN ACCORDANCE WITH CRITERIA 3.3.1 OF SECTION 3			
NOTE: THE EMPLOYER SHOULD INSERT HERE CONTRACT SIZE, COMPLEXITY, METHODS, TECHNOLOGY, OR OTHER CHARACTERISTICS AS DESCRIBED IN SECTION V (WORK REQUIREMENTS) AGAINST WHICH THE BIDDER DEMONSTRATES SIMILARITY IN THE BOX ON THE RIGHT-HAND-SIDE.			

SPECIFIC CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES

Fill up one (1) form per contract.

CONTRACT OF SIMILAR SIZE AND NATURE			
CONTRACT NO..... OF.....	CONTRACT IDENTIFICATION		
AWARD DATE		COMPLETION DATE	
ROLE IN CONTRACT	☐ CONTRACTOR	☐ MANAGEMENT CONTRACTOR	☐ SUBCONTRACTOR
TOTAL CONTRACT AMOUNT	☐ NRS		
IF PARTNER IN A JV OR SUBCONTRACTOR, SPECIFY PARTICIPATION OF TOTAL CONTRACT AMOUNT	PERCENT OF TOTAL	AMOUNT	
EMPLOYER'S NAME ADDRESS TELEPHONE/FAX NUMBER E-MAIL			
DESCRIPTION OF THE SIMILARITY IN ACCORDANCE WITH CRITERIA 3.4.1 OF SECTION 3			
NOTE: THE EMPLOYER SHOULD INSERT HERE PRODUCTION RATE(S) FOR THE KEY ACTIVITY (ACTIVITIES) SUBJECT CONTRACT AGAINST WHICH THE BIDDER DEMONSTRATES IN THE BOX ON THE RIGHT-HAND-SIDE PRODUCTION RATES ACHIEVED BY HIM ON PREVIOUS CONTRACTS.			

PART II: REQUIREMENTS

SECTION 5: EMPLOYER'S REQUIREMENTS & TECHNICAL SPECIFICATIONS

This Section contains the project-specific specifications, drawings, standards, materials, workmanships, testing and measurement that describe the Works to be procured.

SCOPE OF WORK

The Scope of Works includes all labour, materials, tools, equipment, and services required for the construction and completion of the Public/School Toilet and associated Site Development Works as per the approved Drawings, Bill of Quantities, and Technical Specifications.

SPECIAL NOTE TO CONTRACTOR

1. The Contractors are responsible to have Supervision Engineer, supervisors and such other manpower as mentioned in the Bid submission on site throughout the contract period.
2. The contractor shall appoint and identify a supervisor to monitor the safety issues arising. Further, the contractor is responsible for furnishing, maintaining and enforcing all safety rules/equipment/tools/measures required to complete this project.
3. The contractor will prepare and install information regarding safety which is to be posted with-in view of the public before work commences, with contact numbers of the safety officer and the company home office.
4. The contractor is responsible for making arrangement of all his electrical requirements during the project at his own expenses with maintenance.
5. Site and effected boundaries connecting to joining areas shall be rendered to a state of "as good" or "better" at the time of completion and demobilization, blending and matching in an acceptable manner in all areas.
6. The successful bidder shall within 15 days of notice of award of contract submit a Master Project Schedule for client review and adjustment if required.
7. The contractor shall be responsible for maintaining the cleanliness in and around adjoining areas, for health and safety reasons of persons on and off the site.
8. The contractor shall, from his own expenses, maintain adequate lighting for safety and security at all times for the duration of the project.
9. The contractors are required to arrange the required spaces for the camp and material storage at their own expenses if the space is not available at the site premises.
10. The Contractor shall be fully responsible for providing and maintaining all necessary insurances, including but not limited to coverage for accidents, injuries, and loss of life at the construction site. All expenses arising from such incidents shall be borne entirely by the Contractor.

GENERAL

1. 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 (BoQ).
2. Whenever the Specifications are not given or when the Specifications are ambiguous, the relevant Nepal Standards and further amendments will be considered as final and binding.
3. All Works shall be carried out simultaneously with electrical, plumbing, sanitary and other services. The Work shall be carried until it is completed satisfactorily along with the completion of all other essential services. The building contractor shall keep the other contractors informed of the proposed program of work, well in advance, so that the building work is not hindered. The Contractor shall further cooperate with other Contractors in respect of any facility required by them e.g. making holes in shuttering for sanitary, pipes, electric conduits, fan hook etc. However, no extra payment shall be admissible for such reasonable assistance and facilities extended to other Contractors and the building Contractors shall be deemed to have taken these factors into consideration while quoting the rates.
4. The Work shall be as per the drawings and bill of quantities and in conformity to the specifications, 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.
5. The sources of materials stated in the Specifications are those from which materials are generally available. However, materials not conforming to Specifications shall be rejected even if they come from the stated sources. The Contractor should satisfy himself that sufficient quantity of materials of acceptable Specification is available from the stated or other sources.
6. The compliance to the Specifications shall be fulfilled by the Contractor without extra charges i.e. the item rates quoted shall be deemed to have taken these Specifications into account.
7. The Contractor shall comply with all health, safety, environmental, and safeguarding requirements specified in the Contract.
8. These are requirements the Contractor shall fulfill after the issue of Letter of Acceptance but before the Date of Commencement.

5.1 SPECIFICATIONS

A clear and precise specification enables bidders to prepare realistic and competitive bids without adding conditions. Specifications should allow wide competition while clearly defining the required standards of materials, workmanship, and performance. This ensures economy, efficiency, fairness, and easier evaluation. All goods and materials shall be new, unused, current models, and include all recent improvements unless stated otherwise in the Contract.

5.1.1 SAFETY MEASURES

The Contractor shall be fully responsible for the safety of all personnel on site and, at his own cost, shall implement all necessary measures approved by the Engineer, including safety and emergency procedures, safe water control, adequate lighting, safe lifting devices, safe access, safety barriers/nets above 3 m, and public safety notices; the Engineer may require a Safety Plan during emergencies, and

the Contractor shall ensure all employees understand and follow these regulations, with immediate dismissal for serious violations.

5.1.2 PROJECT INFORMATION BOARD

The Contractor shall erect a 0.6 m × 0.9 m project information board, in the format instructed by the Engineer, within 14 days of receiving Possession of Site, maintain it in good condition until the end of the Defects Liability Period, and failure to do so within the required time will result in an adjustment in the first IPC.

5.1.3 BARRICADING THE CONSTRUCTION AREA

The construction area shall be fully barricaded using green HDPE safety net with suitable poles to prevent access by students and unauthorized persons, and all hazardous areas—including stairways, openings, manholes, elevated platforms, moving-machinery zones, excavations, and temporary floor/wall openings—shall be properly guarded throughout the project. Appropriate safety signs shall be installed to warn of hazards and indicate required precautions, including (but not limited to): barricading confined spaces, mandatory PPE, fire-protection equipment, first-aid kits, traffic and pedestrian control where applicable, and safety signs complying with relevant regulations.

5.1.4 OCCUPATIONAL HEALTH AND SAFETY

Required PPE must be worn at all times on construction sites; at a minimum this includes a hard hat, high-visibility vest with reflective striping, sleeved shirt, long work pants, and sturdy work boots, while sleeveless shirts, shorts, sweatpants, sneakers, sandals, high-heels, and open-toed shoes are prohibited. Additional PPE—such as protective gloves, hearing protection, face shields for cutting or grinding, chemical goggles, respiratory protection, fall-protection above 6 ft, and task-specific protective clothing (e.g., welding leathers or FR clothing)—shall be used as determined by the supervisor based on hazard assessment.

5.1.5 INSURANCE OF WORKS

The Contractor shall obtain and maintain, at his own cost, all required insurances for the duration of the Works, including worker accident insurance, third-party liability, and insurance for loss or damage to materials and equipment. Proof of valid insurance shall be submitted before commencement of work.

5.1.6 ENVIRONMENTAL PROTECTION WORKS

The Contractor shall implement basic environmental protection measures at all times, including proper waste management, prevention of soil/water contamination, dust and noise control, and protection of vegetation and existing structures. All excavated materials shall be disposed of safely at agreed locations, and the site shall be kept clean and restored upon completion.

5.1.7 DISPOSAL OF SPOIL AND CONSTRUCTION WASTE

The Contractor shall dispose of all excavated spoil and construction waste safely at locations approved by the Employer/Engineer and in compliance with local regulations. Waste shall not be

dumped on school premises, public paths, water bodies, or private land. The Contractor shall maintain a clean site at all times and remove all debris upon completion.

5.1.8 PROVISION FOR MATERIAL STORAGE

The Contractor shall provide a secure, weather-protected area for storage of materials, tools, and equipment to prevent damage, theft, and deterioration, and shall ensure that all stored materials remain in good condition until use.

5.1.9 PROVISION AND MAINTENANCE OF TOILETS

The Contractor shall provide and maintain clean and functional toilet facilities for workers throughout the construction period, without using school or community toilets.

5.1.10 PROVISION OF POTABLE WATER

The Contractor shall provide potable drinking water for all workers throughout the construction period.

5.1.11 PROVISION OF FIRST AID/MEDICINAL FACILITIES

The Contractor shall provide and maintain a basic first aid kit and ensure immediate access to medical assistance for workers throughout the construction period.

5.1.12 HAZARDOUS MATERIALS

The Contractor shall safely store, handle, and dispose of all hazardous materials (including fuels, chemicals, solvents, paints, and gases) in compliance with applicable regulations, and shall prevent any risk of fire, spills, contamination, or exposure to workers and the public.

5.1.13 REINSTATEMENT OF ENVIRONMENT

Upon completion of the Works, the Contractor shall reinstate all affected areas to their original or an improved condition, including leveling, cleaning, removing debris, restoring vegetation or surfaces, and repairing any damage caused during construction.

5.1.14 AS-BUILT DRAWINGS

The Contractor shall submit simple As-Built Drawings showing actual dimensions, levels, and locations of all constructed elements, including foundations, walls, pipelines, and septic/soak systems, upon completion of the Works.

5.1.15 PHOTOGRAPHS

The Contractor shall provide clear photographic records of the Works, including before-construction, during-construction, and completion photos, as required by the Employer.

5.1.16 MEASUREMENT AND PAYMENT

All work shall be measured as executed and paid at the unit rates in the BoQ. The BoQ rates shall be deemed to include all labor, materials, equipment, transport, overheads, safety, ESHS compliance, and all obligations required to complete the work in accordance with the Specifications and Drawings. No separate payment shall be made for items not specifically listed but necessary to complete the work.

5.1.17 NATIONAL SPECIFICATIONS

All materials and workmanship shall comply with relevant National Standards and Codes of Nepal (including the Nepal Building Code and applicable material specifications), unless otherwise specified.

5.1.18 EQUIVALENCY OF SPECIFICATIONS

Equivalent or higher international standards (e.g., ISO, ASTM, BS, EN) may be used where they meet or exceed Nepal National Standards, subject to the Employer's approval.

5.1.19 PROGRAM

The Contractor shall submit a simple Work Program (schedule of activities) showing the sequence and timeline for all major construction activities within 15 days of signing the Contract and shall share updated version on a monthly basis.

5.1.20 SUBMITTALS

I. GENERAL REQUIREMENTS

The Contractor shall maintain a system for recording and tracking all submissions (dates, status, quantities). Approved submissions shall be properly filed on-site and made available to the Engineer at any time.

II. COMPLIANCE REPORTS

The Contractor shall submit required compliance reports in a timely manner, including those related to safety, inspections, materials, and quality, as requested by the Engineer's daily reporting system.

III. MONTHLY PROGRESS REPORT

The Contractor shall submit a monthly progress report showing actual vs. planned progress, reasons for delays, and proposed corrective actions. Updated work program/critical path and Environmental Management Plan compliance information shall be included.

IV. SUBMISSION OF SAMPLES

- a. Samples shall be provided when required by Specifications or Engineer.
- b. Samples must represent materials to be used and be clearly labeled.
- c. Accepted samples will serve as the standard for the Works.
- d. Materials inferior to accepted samples shall be rejected and removed at the Contractor's cost.
- e. No separate payment will be made for preparation or replacement of samples.

V. COPIES OF ORDERS

The Engineer may request copies of purchase/supply orders. This does not relieve the Contractor from supplying specified and authentic materials.

VI. INCLUSIVE DOCUMENTS

The General Conditions of Contract, Special Conditions, Drawings, BOQ, and written instructions form part of these Specifications. Any ambiguity in drawings shall be immediately reported to the Engineer; no work or procurement shall proceed until clarified.

VII. AS-BUILT DRAWINGS

Within one month of handover, the Contractor shall submit As-Built Drawings (hard & soft copies) in the latest AutoCAD version, showing accurate locations, levels, networks, and installations. Drawings must be based on on-site checks and prepared at appropriate scales. Copyright remains with the Employer.

VIII. MAINTENANCE MANUAL

The Contractor shall submit a Maintenance Manual including specifications, sources of fittings/ installations, special maintenance requirements, and the As-Built Drawings.

IX. UNACCEPTABLE WORK

Defective work shall be removed and replaced at the Contractor's cost. If accepted with rectification or design concession, payment will be adjusted at reduced rates. No extension of time will be granted for such corrections.

X. MEASUREMENT AND PAYMENT

No separate payment shall be made for submittals. All related costs are deemed included in relevant items of the Bill of Quantities.

5.1.21 WATER

Water for concrete, mortar, curing, plumbing, and all construction activities shall be clean, fresh, and free from oil, acids, alkalis, organic matter, and harmful salts. Potable-quality water is acceptable for all works, and water for plumbing shall not contain minerals that cause scaling. The Engineer may request water quality tests at any time. No separate payment will be made for water, and all costs shall be considered included in the BOQ items.

5.1.22 CEMENT

Cement shall be fresh, sound, and comply with relevant Nepal Standards for Ordinary Portland Cement (OPC) or Portland Pozzolana Cement (PPC), as specified in the BOQ or Drawings. It shall be free from lumps and stored in a dry, well-ventilated area to prevent moisture absorption. Only factory-sealed bags from an approved manufacturer shall be used, and the Contractor shall replace any cement that has deteriorated or become contaminated. The Engineer may request test certificates or conduct independent tests to verify compliance. No separate payment will be made for cement handling or storage, and all related costs shall be included in the BOQ items.

5.1.23 SAND

Sand shall be clean, well-graded, and free from clay, silt, organic matter, salts, and other impurities. Only river sand or approved equivalent shall be used for concrete and mortar works. Sand shall not contain harmful materials that affect strength or durability. If directed, the Contractor shall provide silt content tests or other quality verifications. Any sand failing to meet these requirements shall be

rejected and replaced at the Contractor's cost. All handling and preparation costs are deemed included in the BOQ items.

5.1.24 REINFORCEMENT BAR

Reinforcement steel shall comply with the relevant Nepal Standards for deformed high-yield bars and shall be free from rust, scale, oil, paint, and other contaminants. Bars shall be cut, bent, and placed strictly as shown in the drawings, maintaining required cover and spacing. Only certified materials from approved manufacturers shall be used, and test certificates shall be provided when required by the Engineer. Damaged, undersized, or non-compliant bars shall be rejected and replaced at the Contractor's cost. All costs related to handling, cutting, bending, fixing, and protection of reinforcement are deemed included in the BOQ items.

5.1.25 BRICK

Bricks shall be well-burnt, sound, uniform in size and color, and free from cracks, flaws, or deformation. They shall have sharp edges, a clear ringing sound when struck, and conform to the required strength and quality standards for masonry works. Over-burnt, under-burnt, broken, or otherwise substandard bricks shall not be used. Bricks shall be soaked in clean water before laying, unless otherwise specified. The Engineer may request sampling and testing to confirm compliance. All costs related to supply, handling, soaking, and rejection of defective bricks are deemed included in the BOQ items.

5.1.26 AGGREGATE

Coarse aggregates shall consist of hard, durable, clean, and angular crushed stone or approved equivalent, free from dust, clay, organic matter, and deleterious substances. Aggregates shall be well-graded and conform to the required size and quality standards specified for concrete works. Flaky, elongated, or weak particles shall not be used. The Contractor shall conduct sieve analysis or other tests if required by the Engineer to verify compliance. Any aggregate failing to meet the specified quality shall be rejected and replaced at the Contractor's cost. All handling, washing, and preparation costs are deemed included in the BOQ items.

5.1.27 WOOD

Wood used in the works shall be well-seasoned, sound, and free from knots, cracks, decay, insect damage, and other defects. Only approved hardwood or equivalent quality timber shall be used for doors, frames, and any other wooden components specified in the drawings. Wood shall be properly dried to prevent warping and shall be treated with approved preservatives against termite and fungal attack. Any defective or warped timber shall be rejected and replaced at the Contractor's cost. All costs related to supply, treatment, cutting, fixing, and finishing shall be deemed included in the BOQ items.

5.1.28 EARTHWORK

Earthworks shall include excavation, filling, leveling, and disposal as shown in the drawings or directed by the Engineer. Excavation shall be carried out to the required lines, levels, and dimensions, with all loose, soft, or unsuitable material removed. Suitable excavated material may be reused for backfilling

where approved; unsuitable material shall be disposed of at an approved location. Backfilling shall be done in layers not exceeding the 150mm, each layer properly compacted to achieve firm and stable support for foundations, chambers, and site development works. Excavations shall be kept dry and protected from erosion or collapse. Any over-excavation shall be corrected at the Contractor's cost. All labor, tools, equipment, and incidental works are deemed included in the BOQ items.

5.1.29 CEMENT CONCRETE WORK

Concrete shall be produced using approved cement, clean sand, and well-graded coarse aggregates in the specified mix proportion. Materials shall be measured accurately, mixed uniformly, and placed without segregation. Concrete shall be compacted using appropriate tools or vibrators and finished as required. All concrete shall be cured properly for the specified period to achieve the required strength. Formwork and reinforcement shall be clean, correctly placed, and inspected before concreting. Any honeycombing, voids, or defective work shall be repaired or replaced at the Contractor's cost. All materials, mixing, placing, compacting, curing, and incidental work are deemed included in the BOQ items.

5.1.30 CENTERING AND SHUTTEING FOR RCC WORK

Centering and shuttering shall be rigid, stable, and capable of supporting all loads during concreting without deformation or leakage. Formwork shall be clean, properly aligned, and securely fixed to achieve the required dimensions, levels, and surface finish. Joints shall be tight to prevent grout loss. Formwork surfaces in contact with concrete shall be coated with approved shuttering oil to prevent adhesion. Props and supports shall remain in place until concrete has achieved the required strength and removal is approved by the Engineer. Any distortion, honeycombing, or defects resulting from poor formwork shall be rectified or replaced at the Contractor's cost. All materials, erection, removal, cleaning, and associated works are deemed included in the BOQ items.

5.1.31 REINFORCING FOR RCC WORK

Reinforcement steel shall be placed exactly as shown in the drawings, ensuring correct spacing, cover, alignment, and anchorage. Bars shall be clean and free from rust, oil, paint, or other contaminants before placement. Cutting, bending, and fixing shall follow the specified bar schedules, using approved binding wire and supports to maintain position during concreting. Laps, hooks, and bends shall comply with the structural requirements. Any misplaced, damaged, or insufficient reinforcement shall be rectified at the Contractor's cost before concreting. All materials, bending, fixing, chairs, spacers, and incidental works are deemed included in the BOQ items.

5.1.32 BRICK MASONRY WORK

Brick masonry shall be constructed using sound, well-burnt bricks laid in the specified mortar, with joints fully filled and uniform in thickness. Bricks shall be soaked before use and laid to true lines, levels, and plumb, ensuring proper bonding and alignment. Masonry shall be kept moist during and after construction for proper curing. Broken, under-burnt, or defective bricks shall not be used. All joints at openings, corners, and junctions shall be properly bonded and strengthened as shown in the drawings.

Any defective or out-of-tolerance masonry shall be dismantled and rebuilt at the Contractor's cost. All materials, labor, scaffolding, curing, and incidental works are deemed included in the BOQ items.

5.1.33 PLASTER WORK

Plaster shall be applied in the specified mortar mix on clean, properly wetted masonry surfaces, ensuring firm adhesion and a uniform, even finish. Surfaces shall be free from dust, oil, loose particles, and defects before plastering. The work shall be carried out to true lines, plumb, and thickness as shown in the drawings. Plaster shall be cured adequately to achieve proper strength and prevent cracks. Any hollow, cracked, or defective plaster shall be cut out and redone at the Contractor's cost. All materials, preparation, application, curing, and incidental works are deemed included in the BOQ items.

5.1.34 NEAT CEMENT PUNNING

Neat cement punning shall be carried out using fresh Ordinary Portland Cement (OPC) mixed with clean water to form a smooth, workable paste. The surface to be treated shall be clean, moist, and free from dust, loose particles, or contaminants. Punning shall be applied in a thin, uniform layer to achieve a smooth, dense, and even finish without cracks or blemishes. Proper curing shall be ensured to maintain strength and prevent surface defects. Any uneven or defective areas shall be removed and redone at the Contractor's cost. All materials, application, finishing, curing, and incidental works are deemed included in the BOQ items.

5.1.35 IPS FLOORING

IPC/IPS flooring shall be laid using well-mixed cement concrete of the specified grade, placed over a properly compacted and level base. The concrete shall be spread, compacted, and finished to the required thickness, ensuring a smooth, even, and durable surface. While the surface is still green, a layer of cement slurry or neat cement topping shall be applied and trowel-finished to achieve a dense, hard-wearing surface free from cracks, hollows, or unevenness. Adequate curing shall be carried out to ensure strength and prevent shrinkage cracks. Any defective areas shall be cut out and redone at the Contractor's cost. All materials, preparation, laying, finishing, curing, and incidental works are deemed included in the BOQ items.

5.1.36 CERAMIC TILING

Ceramic tiles shall be of approved quality, size, and finish, free from cracks, chips, warping, or manufacturing defects. The substrate shall be clean, level, and properly cured before tiling. Tiles shall be fixed using approved tile adhesive or cement mortar, ensuring full bedding and uniform joints. Spacers shall be used where required to maintain consistent joint width. Grouting shall be done with approved waterproof grout, and all joints shall be compact, clean, and properly finished. Tiled surfaces shall be true to line, level, and plumb, with no hollow spots or uneven edges. Damaged or defective tiles shall be replaced at the Contractor's cost. All materials, laying, cutting, grouting, finishing, and incidental works are deemed included in the BOQ items.

5.1.37 PAINTING WORKS

Surfaces to be painted shall be clean, dry, and free from dust, grease, loose particles, or defects. Masonry surfaces shall be properly cured and allowed to dry before painting. All surfaces shall receive the specified number of coats of approved primer and finish paint, applied uniformly to achieve a smooth, even, and durable finish. Putty or filler shall be applied where needed to correct surface imperfections. No painting shall be done on damp or dusty surfaces. Any patchy, peeling, or defective paintwork shall be removed and redone at the Contractor's cost. All materials, surface preparation, priming, painting, finishing, and incidental works are deemed included in the BOQ items.

5.1.38 DOOR AND WINDOW

Wooden doors and windows shall be fabricated from well-seasoned, sound hardwood or approved equivalent, free from knots, cracks, decay, or insect damage. Frames and shutters shall be constructed to the dimensions shown in the drawings, with joints accurately made, tightly fitted, and securely fastened. All wooden components shall be treated with approved preservative against termites and moisture before installation. Doors and windows shall be installed plumb, level, and securely fixed with approved hinges, bolts, handles, and other hardware. Any warped, damaged, or defective members shall be replaced at the Contractor's cost. All materials, fabrication, installation, finishing, and incidental works are deemed included in the BOQ items.

DRAWINGS:

It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are reduced illegible.

The detailed Bill of Quantities (BOQ) shall be obtained from the official project website:

www.sosnepal.org.np

SECTION 6: BILL OF QUANTITIES (BOQ)

The BOQ forms an integral part of the Contract and shall be read in conjunction with these Specifications and Drawings.

The detailed Bill of Quantities (BOQ) shall be obtained from the official project website:

www.sosnepal.org.np

PART III: CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION 7: GENERAL CONDITIONS OF CONTRACT (GCC)

The GCC forms an integral part of the Contract and shall be read in conjunction with rest of the Bid Documents. The detailed GCC shall be obtained from the official project website: www.sosnepal.org.np

SECTION 8: SPECIAL CONDITIONS OF CONTRACT (SCC)

<u>A. GENERAL</u>	
GCC 1.1 (q)	The Employer is: <u>SOS CHILDREN'S VILLAGES NEPAL, located at Madhyapur 2, Sanothimi, Bhaktapur.</u>
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be: <u>Fourteen Months from the Contract Agreement Date.</u>
GCCs 1.1 (aa) & 4.1	The Project Manager is: <u>SOS CHILDREN'S VILLAGES NEPAL'S CIVIL ENGINEER.</u> The Project Manager and Engineer are synonyms.
GCC 1.1 (cc)	The Site is located at: <u>Patarasi Rural Municipality, Dillichaur, Jumla.</u>
GCC 1.1 (ff)	The Start Date shall be: <u>Seven days from Contract Agreement Date.</u>
GCC 1.1 (jj)	The Works consist of: <u>Construction of School Buildings 1-2C (2 numbers) and 1-3C (6 numbers).</u>
GCC 2.2	Sectional Completions are: <u>Not Applicable.</u>
GCC 2.3(i)	The following documents also form part of the Contract: <u>Drawings, Bill of Quantity, General Conditions of Contract, Work Schedule, Work Methodology, Meeting Minutes.</u>
GCC 3.1	The language of the contract is: <u>ENGLISH.</u> The law that applies to the Contract is: <u>the law of NEPAL.</u>
GCC 5.1	The Project Manager <u>shall carry out all duties personally and shall not</u> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <u>Not Applicable</u>
GCC 13.1	<u>All required Insurance shall be done by the Contractor, and the Contractor shall quote the amount required for Insurance under Preliminary Works.</u> The minimum insurance amounts and deductibles shall be: 1. The minimum cover for loss of or damage to the Works, Plant and Materials is: <u>115% of the Contract Amount.</u> 2. The maximum deductible for insurance of the Works and of Plant and Materials is: <u>1% of the sum insured.</u> 3. The minimum cover for loss or damage to Equipment is: <u>100% (i.e., Replacement Cost).</u> 4. The maximum deductible for insurance of Equipment is: <u>1% of the sum insured.</u> 5. The minimum for insurance of other property is: <u>500,000.00</u> with unlimited

	number of occurrences. 6. The maximum deductible for insurance of other property is: <u>1% of the sum insured.</u> 7. The minimum cover for personal injury or death insurance i. for the Contractor's employees is that specified in the Labor Act of Nepal and ii. for other people is: <u>1 million</u> with an unlimited number of occurrences.
GCC 14.1	Site Investigation Reports are: <u>Not Applicable.</u>
GCC 17.1	The following shall be designed by the Contractor: <u>Not Applicable.</u>
GCC 20.1	The Site Possession Date(s) shall be: <u>Fourteen days from the date of Contract Agreement Date.</u>
GCC 25.4	The place of arbitration shall be: <u>Kathmandu, Nepal.</u>
<u>B. TIME CONTROL</u>	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <u>15 days</u> from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is: <u>15 days.</u> The amount to be withheld for late submission of an updated Program is: <u>25,000.00.</u>
<u>C. QUALITY CONTROL</u>	
GCC 34.1	The Defects Liability Period is: <u>365 days.</u>
<u>D. COST CONTROL</u>	
GCC 41.1	<u>As per prevailing interest rate fixed by NRB, Nepal.</u>
GCC 45.1	The Contract <u>is not</u> subject to price adjustment, and the following information regarding coefficients <u>does not</u> apply. The coefficients and indices for adjustment of prices in Nepalese Rupees shall be as specified in the Table of Adjustment Data submitted by bidder together with the Letter of Bid which is approved by the Project manager and attached as Annex-1.
GCC 45.7	<u>Not Applicable.</u>
GCC 45.8	<u>Not Applicable.</u>
GCC 46.1	The proportion of payments retained is: <u>5 (Five) percent.</u>
GCC 47.1	The liquidated damages for the whole of the Works are: <u>0.05 percent of the final Contract Price per day.</u> The maximum amount of liquidated damages for the whole of the Works is: <u>10 PERCENT of the final Contract Price.</u>
GCC 48.1	<u>Not Applicable.</u>
GCC 49.1	The Advance Payments shall be: <u>20% of the Accepted Contract Amount (Excluding VAT)</u> and shall be paid to the Contractor no later than <u>1st Interim Bill Payment.</u> • First installment: 10% shall be paid to the contractor upon submission of equivalent acceptable Bank Guarantee for advanced payment after agreement & Insurance Report.

	• Second installment: 10% shall be paid after execution of work, Submission of Materials Lab report.
GCC 49.3	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 50% of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract period.
GCC 50.1	Any additional performance securities {above 5% of contract price} shall be valid until a date 30 days from the date of Taking Over of the Works and shall be returned within 15 days from the Taking Over of the Works
<u>E. FINISHING THE CONTRACT</u>	
GCC 56.1	The date by which operating and maintenance manuals are required is: 365 days.
	The date by which "as built" drawings are required is: before Final Bill Payment.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or Operating and maintenance manuals is: 50,000.00.
GCC 57.2 (g)	The maximum number of days is: 60.
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works is: 20%.
GCC 64	The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions: - Approving subcontracting of any part of the works under General Conditions of Contract Clause 7; - Certifying additional costs determined under General Conditions of Contract Clause 42; - Determining start date under General Conditions of Contract Clause 1; - Determining the extension of the intended Completion Date under General Conditions of Contract Clause 27; - Issuing a Variation under General Conditions of Contract Clause 1 and 38, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. - Adjustment of rates under General Conditions of Contract Clause 37.

SECTION 9: CONTRACT FORMS

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

LETTER OF INTENT

[on letterhead paper of the Employer]

Date:

To:name and address of the Contractor

Subject: Issuance of letter of intent to award the contract.....

This is to notify you that it is our intention to award the contract ... [insert date]for execution of the [insert name of the contract and identification number, as given in the Contract Data/SCC] to you as your bid price [insert amount in figures and words in Nepalese Rupees] as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive bidder with the highest combined technical and financial score in accordance with the evaluation criteria.

Authorized Signature:

Name:

Title: National Director

CC:

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

LETTER OF ACCEPTANCE

[on letterhead paper of the Employer]

Date:

To:..... name and address of the Contractor

Subject: Notification of Award

This is to notify that your Bid dateddatefor execution of the.....name of the contract and identification number, as given in the Contract Data/SCC for the Contract price of Nepalese Rupees [insert amount in figures and words in Nepalese Rupees], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security as specified in the SCC consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

The Employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:National Director

CONTRACT AGREEMENT

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the Addenda No.s;
 - (d) the Special Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) Bills of Quantities (BOQ);
 - (g) the Specification;
 - (h) the Drawings;
 - (i) the Activity Schedules.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein; the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf the Contractor:

For and on behalf the Employer:

Name: _____ Name: _____

Position: _____ Position: _____

Signature: _____ Signature: _____

Address: _____ Address: _____

Date: _____ Date: _____

In the presence of:

In the presence of:

Witness Name: _____ Witness Name: _____

Position: _____ Position: _____

Signature: _____ Signature: _____

Address: _____ Address: _____

Date: _____ Date: _____

ANNEX 1: Code of Conduct Regulation

ANNEX2: Declaration