



Government of Nepal
Ministry of Local Development
Office of District Development Committee
Rural Access Improvement and Decentralization Project
Parsa ,Birgunj
Invitation for Bids

First date of Publication: **Feb 21, 2010**

Contract Identification Number: **01/RAIDP/Parsa/Pack-A/066/67 and 02/RAIDP/Parsa/Pack-B/066/67**

IDA World Bank Grant Number: **H525-NP and Credit Number 4664-NP**

IDA World Bank Grant Name: **RAIDP**

1. The Government of Nepal has received a grant from **IDA World Bank** towards the cost of **Rural Access Improvement and Decentralization Project** and intends to apply part of the funds to cover eligible payments under the Contract for **the Construction and Improvement of Road Works as mentioned below**. Bidding is open to all bidders from eligible source countries. [As defined in the Guidelines: Procurement under IBRD Loans and IDA Credits; May 2004 ,revised October 2006]
2. The **Ministry of Local Development, office of District Development Committee, Parsa** acting on behalf of the Government of Nepal, invites sealed bids from eligible bidders for the construction and improvement of the road Works listed below.
3. Bidding documents may be **purchased at the Office of District Development Committee, Parsa, Nepal** on or before 12:00 hours of **March 23, 2010** for a non-refundable fee of NRs.3,000 (In words: Nepalese Rupees Three thousand only) for each contract set. Interested bidders may inspect the Bidding Documents and obtain further information at the same address.
4. Bids shall be valid for a period of 90 days after bid opening and must be accompanied by a Bid Security Amount for each Contract as mentioned below valid for 120 days period after the bid opening and shall be delivered to the **Office of District Development Committee, Parsa, Nepal on or before 12 Hrs. on March 23, 2010** Bids will be opened immediately after the deadline for submission of Bids in the presence of the bidders who wish to attend. Bidders are required to submit bid security clearly specifying the name of the Contracts for which they wish to submit bids.
5. The bidder may bid for any or all of the Contracts invited in the IFB. Bidders bidding for more than one contract under this bid invitation will so indicate in their bid, together with a statement regarding any discount / cross discounts offered, but the Employer may approve the bid for one or any least cost combination of contracts subject to bidders meeting the qualification. The bidder should meet the qualification criteria separately for each Bid and in aggregate as stated in the Instruction to Bidders.
6. The **pre bid meeting** will be held in the office of Project Coordinator, District Development Committee, Parsa, Nepal at **14.00 hours on March 14, 2010**.

Details of Works

Name of Roads	Pack age	Slice No.	Chainage Km	Contract Nos.	Description of Works	Estimated Amount (NRs) excluding VAT and Overhead	Bid Security Amount (NRs)
1. Atma Ram Path (Mahendra Path)	A	1	0+000 to 8+216 (8.216km)	01/RAIDP/Parsa /Pack-A/066/67	Earth work, Gravel, , Gabion work, Pipe culvert ,concrete causeway maintenance & Lined drain etc.	11,542,494.15	376,000.00
2. Janta Sadak	B	1	3+377 to 9+000 (5.623km)	02/RAIDP/Parsa /Pack-B/066/67	Earth work, Gravel, Gabion work, Slab culvert ,concrete causeway & Lined drain etc.	11,542,872.83	376,000.00

G. Bidding Data

Name of Road : Atma Ram Path (Mahendra Path) Rural Road

Chainage : From CH 0+000 to CH 8+216

Contract No : 01/RAIDP/Parsa/Pack-A/066/67

Related Clause in Instructions to Bidders	Descriptions in such Clause
2.1	The Borrower is the Government of Nepal.
2.1	The IDA World Bank means International Development Association and grant refers to an IDA Grant, which, as of the date of issue of the bidding documents has been approved by the IDA .
2.1	The Project is: Rural Access Improvement and Decentralization Project . The Grant ID number is: [H 525 – NP and Credit Number 4664 - NP] .
3.1	All eligible contractors.
3.2	The Employer is District Development Committee, Parsa
4.3	<u>The information required from the bidders in Sub-Clause 4.3 is modified as follows:</u> "none"
4.4	<u>The qualification data required from the bidders in Sub-clause 4.4 are modified as follows:</u> "none"
4.5 (a)	The minimum required average annual volume of construction work for the bidder to be qualified for the Contract shall be as specified in the attached table captioned as Minimum Qualification Requirements.
4.5(b)	Successful experience as prime contractor in the construction of at least two road works of similar nature and the complexity equivalent to the works in the last five years as specified in the attached table captioned as Minimum Qualification Requirements. 70% completion condition as stated in ITB 4.5 (b) shall apply for ongoing contracts only.
4.5 (c)	The essential equipment to be made available for the contract by the Bidder shall be mentioned in Section 2, Sub-Clause 1.4. The list of minimum equipment required for execution of this contract is as specified in the attached table captioned as Minimum Qualification Requirements.
4.5 (d)	The personnel to be made available for the contract by the Bidder shall be as specified in the attached table captioned as Minimum Qualification Requirements.
4.5 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder in order to be qualified for the Contract shall be as specified in the attached table captioned as Minimum Qualification Requirements.

4.6	Max number of joint venture partner are two i.e. one lead partner and other one.
8.2	The number of copies of the Bid to be completed and returned shall be two.
9.1	The address of the Employer is Office of the District development Committee, Parsa
13.4	The Contract is subject to price adjustment only for construction materials in accordance with Contract Data of Contract sub-clause 47.3
14.1	The Currency of the Employer's Country is Nepalese Rupees.
15.1	The period of the Bid validity shall be 90 days after the deadline for Bid submission specified in the Invitation for Bids.
15.3	The adjustment of Bid Price in accordance with Clause 15.3 shall be calculated on the basis of an annual increase for local costs of 10 Percent.
16.1	Bid Security Amount shall be as specified in the Details of Work Table included in or attached to Invitation for Bids.
17.1	<u>Alternative proposals "will not" be permitted.</u>
19.2 (a)	The Employer's address for the purpose of Bid submission is: Project Manager Rural Access Improvement and Decentralization Project Office of District Development Committee, Birgunj, Parsa. Nepal.
19.2 (b)	Contract No:- Atma Ram Path (Mahendra Path) Rural Road, Chainage From CH 0+000 to CH 8+216 Contract No: 01/RAIDP/Parsa/Pack-A/066/67
19.2 (c)	12:00 Hrs. on March 23, 2010
20.1	Bidder should submit the bidding document on or before 12 Hrs on March 23, 2010
22.4	Valid for 120 days period after bid opening.
23.1	Immediately after the deadline for Bid submission time at the office of District Development Committee Birgunj, Parsa
34	The Standard Form of Performance Security acceptable to the Employer shall be: [a Bank Guarantee, using the Form provided as Annex B.]
35	The Advance Payment pursuant to Clause 51 of the Conditions of Contract shall be limited to 10 percent of the Contract Price.
36.1	The adjudicator proposed by the Employer is as agreed by the parties or appointed by NEPCA by reference by either party. The hourly fee for this proposed Adjudicator shall be: NRs. 1, 500 [One Thousand five hundred Nepalese Rupees only].

G. Bidding Data

Name of Road : Janata Sadak Rural Road
Chainage : From CH 3+377 to CH 9+000
Contract No : 02/RAIDP/Parsa/Pack-B/066/67

Related Clause in Instructions to Bidders	Descriptions in such Clause
2.1	The Borrower is the Government of Nepal.
2.1	The IDA World Bank means International Development Association and grant refers to an IDA Grant, which, as of the date of issue of the bidding documents has been approved by the IDA .
2.1	The Project is: Rural Access Improvement and Decentralization Project . The Grant ID number is: [H 525 – NP and Credit Number 4664 - NP] .
3.1	All eligible contractors.
3.2	The Employer is District Development Committee, Parsa
4.3	<u>The information required from the bidders in Sub-Clause 4.3 is modified as follows:</u> "none"
4.4	<u>The qualification data required from the bidders in Sub-clause 4.4 are modified as follows:</u> "none"
4.5 (a)	The minimum required average annual volume of construction work for the bidder to be qualified for the Contract shall be as specified in the attached table captioned as Minimum Qualification Requirements.
4.5(b)	Successful experience as prime contractor in the construction of at least two road works of similar nature and the complexity equivalent to the works in the last five years as specified in the attached table captioned as Minimum Qualification Requirements. 70% completion condition as stated in ITB 4.5 (b) shall apply for ongoing contracts only.
4.5 (c)	The essential equipment to be made available for the contract by the Bidder shall be mentioned in Section 2, Sub-Clause 1.4. The list of minimum equipment required for execution of this contract is as specified in the attached table captioned as Minimum Qualification Requirements.
4.5 (d)	The personnel to be made available for the contract by the Bidder shall be as specified in the attached table captioned as Minimum Qualification Requirements.
4.5 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder in order to be qualified for the Contract shall be as specified in the attached table captioned as Minimum Qualification Requirements.

4.6	Max number of joint venture partner are two i.e. one lead partner and other one.
8.2	The number of copies of the Bid to be completed and returned shall be two.
9.1	The address of the Employer is Office of the District development Committee, Parsa
13.4	The Contract is subject to price adjustment only for construction materials in accordance with Contract Data of Contract sub-clause 47.3
14.1	The Currency of the Employer's Country is Nepalese Rupees.
15.1	The period of the Bid validity shall be 90 days after the deadline for Bid submission specified in the Invitation for Bids.
15.3	The adjustment of Bid Price in accordance with Clause 15.3 shall be calculated on the basis of an annual increase for local costs of 10 Percent.
16.1	Bid Security Amount shall be as specified in the Details of Work Table included in or attached to Invitation for Bids.
17.1	<u>Alternative proposals "will not" be permitted.</u>
19.2 (a)	The Employer's address for the purpose of Bid submission is: Project Manager Rural Access Improvement and Decentralization Project Office of District Development Committee, Birgunj, Parsa. Nepal.
19.2 (b)	Contract No:- Janata Sadak Rural Road, Chainage From CH 3+377 to CH 9+000 Contract No: 02/RAIDP/Parsa/Pack-B/066/67
19.2 (c)	12:00 Hrs. on March 23, 2010
20.1	Bidder should submit the bidding document on or before 12 Hrs on March 23, 2010
22.4	Valid for 120 days period after bid opening.
23.1	Immediately after the deadline for Bid submission time at the office of District Development Committee Birgunj, Parsa
34	The Standard Form of Performance Security acceptable to the Employer shall be: [a Bank Guarantee, using the Form provided as Annex B.]
35	The Advance Payment pursuant to Clause 51 of the Conditions of Contract shall be limited to 10 percent of the Contract Price.
36.1	The adjudicator proposed by the Employer is as agreed by the parties or appointed by NEPCA by reference by either party. The hourly fee for this proposed Adjudicator shall be: NRs. 1, 500 [One Thousand five hundred Nepalese Rupees only].

Minimum Qualification Requirements

Name of Road: Atma Ram Path (Mahendra Path) Rural Road

Chainage: From CH 0+000 to CH 8+216

Contract Number: 01/RAIDP/Parsa/Pack-A/066/67

Clause No	Description	Qualification Requirements
4.5 (a)	Average Annual Turnover of best three years over the last five years.	NRs. 18,000,000.00 (including VAT)
4.5 (b)	Experience as Prime Contractor in the projects of similar nature of Works in last five years. Experience of any Contract completed with MAXIMUM liquidated damage shall not be considered*.	Construction of two gravel roads of more than 4,500 cu m each Or construction of one gravel road or similar nature of works of more than 9,000 cu m.
4.5 (c)	Equipment Capabilities: <ol style="list-style-type: none"> 1. Vibrating Roller (above 12 ton) 2. Steel Tired Roller (8/10 ton) 3. Loader or JCB Backhoe 4. Tippers/trucks 5. Water Tanker 6. Grader 7. Tractor 8. Leveling Machine with accessories 9. Theodolite with accessories 	1 No. 1 No. 1 No. 3 Nos. 1 No. 1 No. 1 No. 1 Set 1 Set
4.5 (d)	Requirement and Qualifications of Personnel: <ol style="list-style-type: none"> 1. Project Manager / Civil Engineer – Five years experience 2. Civil Overseer – Three years experience 3. Supervisors – Two years experience 4. Lab Technician – Two years experience 	1 No. 1 No. 2 Nos. 1 No.
4.5 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments.	NRs. 5,250,000.00
4.5 (f)	Litigation History	Over the last 5 years
	Audited Balance Sheets	For the last five years

***Note: Bidder shall submit the experience certificates with the statement that whether the contract was completed with or without liquidated damages from the authorized project.**

Minimum Qualification Requirements

Name of Road: Janata Sadak Rural Road

Chainage: From CH 3+377 to CH 9+000

Contract Number: 02/RAIDP/Parsa/Pack-B/066/67

Clause No	Description	Qualification Requirements
4.5 (a)	Average Annual Turnover of best three years over the last five years.	NRs. 18,000,000.00 (including VAT)
4.5 (b)	Experience as Prime Contractor in the projects of similar nature of Works in last five years. Experience of any Contract completed with MAXIMUM liquidated damage shall not be considered*.	Construction of two gravel roads of more than 4,000 cu m each Or construction of one gravel road or similar nature of works of more than 8,000 cu m.
4.5 (c)	Equipment Capabilities: 10. Vibrating Roller (above 12 ton) 11. Steel Tired Roller (8/10 ton) 12. Loader or JCB Backhoe 13. Tippers/trucks 14. Water Tanker 15. Grader 16. Tractor 17. Leveling Machine with accessories 18. Theodolite with accessories	1 No. 1 No. 1 No. 3 Nos. 1 No. 1 No. 1 No. 1 Set 1 Set
4.5 (d)	Requirement and Qualifications of Personnel: 5. Project Manager / Civil Engineer – Five years experience 6. Civil Overseer – Three years experience 7. Supervisors – Two years experience 8. Lab Technician – Two years experience	1 No. 1 No. 2 Nos. 1 No.
4.5 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments.	NRs. 5,250,000.00
4.5 (f)	Litigation History	Over the last 5 years
	Audited Balance Sheets	For the last five years

***Note: Bidder shall submit the experience certificates with the statement that whether the contract was completed with or without liquidated damages from the authorized project.**

Minimum Qualification Requirements (for both roads)

Name of Road: **Atma Ram Path (Mahendra Path) Rural Road** and **Janata Sadak Rural Road**

Chainage: From **CH 0+000 to CH 8+216** and From **CH 3+377 to CH 9+000**

Contract Number: **01/RAIDP/Parsa/Pack-A/066/67** and **02/RAIDP/Parsa/Pack-B/066/67**

Clause No	Description	Qualification Requirements for Atma Ram Path(Mahendra Path) Rural Road Contract Number: 01/RAIDP/Parsa/ Pack-A /066/67	Qualification Requirements for Janata Sadak Rural Road Contract Number: 02/RAIDP/Parsa/ Pack-B /066/67	Qualification Requirements for Both Roads Contract Number: 01/RAIDP/Parsa/ Pack-A /066/67 & 02/RAIDP/Parsa/ Pack-B /066/67
4.5 (a)	Average Annual Turnover of best three years over the last five years.	NRs. 18,000,000.00 (including VAT)	NRs. 18,000,000.00 (including VAT)	NRs. 36,000,000.00 (including VAT)
4.5 (b)	Experience as Prime Contractor in the projects of similar nature of Works in last five years. Experience of any Contract completed with liquidated damage shall not be considered*.	Construction of two gravel roads of more than 4,500 cu m each Or construction of one gravel road or similar nature of works of more than 9,000 cu m.	Construction of two gravel roads of more than 4,000 cu m each Or construction of one gravel road or similar nature of works of more than 8,000 cu m.	Construction of two gravel roads of more than 8,500 cu m each Or construction of one gravel road or similar nature of works of more than 17,000 cu m.
4.5 (c)	Equipment Capabilities: 19. Vibrating Roller (above 12 ton) 20. Steel Tired Roller (8/10 ton) 21. Loader or JCB Backhoe 22. Tippers/trucks 23. Water Tanker 24. Grader 25. Tractor 26. Leveling Machine with accessories 27. Theodolite with accessories	1 No. 1 No. 1 No. 3 Nos. 1 No. 1 No. 1 No. 1 No. 1 Set 1 Set	1 No. 1 No. 1 No. 3Nos. 1 No. 1 No. 1 No. 1 No. 1 Set 1 Set	2 Nos. 1 Nos. 2 Nos. 5 Nos. 2 Nos. 1 No. 2 No. 2Set 1Set

4.5 (d)	<p>Requirement and Qualifications of Personnel:</p> <p>28. Project Manager / Civil Engineer – Five years experience</p> <p>29. Civil Overseer – Three years experience</p> <p>30. Supervisors – Two years experience</p> <p>31. Lab Technician – Two years experience</p>	<p>1 No.</p> <p>1 No.</p> <p>2 Nos.</p> <p>1 No.</p>	<p>1 No.</p> <p>1 No.</p> <p>2 Nos.</p> <p>1 No.</p>	<p>1Nos</p> <p>2 Nos</p> <p>4 Nos</p> <p>1 Nos</p>
4.5 (e)	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments.</p>	<p>NRs. 5,250,000.00</p>	<p>NRs. 5,250,000.00</p>	<p>NRs. 10,500,000.00</p>
4.5 (f)	<p>Litigation History</p>	<p>Over the last 5 years</p>	<p>Over the last 5 years</p>	<p>Over the last 5 years</p>
	<p>Audited Balance Sheets</p>	<p>For the last five years</p>	<p>For the last five years</p>	<p>For the last five years</p>

***Note: Bidder shall submit the experience certificates with the statement that whether the contract was completed with or without liquidated damages from the authorized project.**

Section 4. Contract Data

Name of Road: **Atma Ram Path (Mahendra Path) Rural Road**

Chainage: From **CH 0+000 to CH 8+216**

Contract Number: **01/RAIDP/Parsa/Pack-A/066/67**

The following documents are also part of the Contract:

Reference	Contract Clause
• Schedule of Other Contractors	8
• The Schedule of Key Personnel	9
The Borrower is the <u>Government of Nepal</u> .	1.1
The "IDA World Bank " means [International Development Association] and <u>Grant refers to IDA grant H 525 – NP and Credit Number 4664 - NP</u> .	1.1
The Employer is: Office of District Development Committee, Parsa , Nepal. Name of Authorized Representative: Local Development Officer, Parsa District.	1.1
<u>The Project Manager is :</u> DTO Chief District Technical Office, Parsa, Nepal. Name of Authorized Representative: Planning, Design and Supervision Engineer (PDE), Parsa for the purpose of daily supervision, quality control and certification of Works and monitoring of the Contract.	1.1
The name and identification number of the Contract is: 01/RAIDP/Parsa/Pack-A/066/67	1.1
The Works consist of: Earthworks, Gabion work ,pipe culvert ,lined drain, gravel works etc.	1.1
The Start Date shall be 15 days after the date of signing of the contract.	1.1
The contractor shall construct and install the works in accordance with the specifications and Drawings. For this purpose the contractor shall carryout the construction survey jointly with the Technician of the office within 21 days from the date of signing the contract.	16.1
The Intended Completion Date for the Whole of the Works shall be 15 months from the date of Signing of the Contract , with the following milestones: Milestone 1: 15% of the Works completed within one third of Contract duration. Milestone 2: 50% of the Works completed within two third of Contract duration. Milestone 3: Intended Completion Date	17,28
The following documents also form part of the Contract:	2.3
The Contractor shall submit a revised Program for the Works within [30] days of the delivery of the Letter of Acceptance (LoA).	27
The Site Possession Date shall be 15 days after the contract agreement Date and earlier than the start date.	21
The Site is located at Atma Ram Path (Mahendra Path) Road, starting from CH 0+000 (Atma Ram chauk) VDC Bindibasini linking with Hulaki Sadak and ends at CH. 8+216(proposed length), Pakaha Mainpur VDC. Contract No:- 01/RAIDP/Parsa/Pack-A/066/67	1

and drawings Nos. [.....]	
The Contractor shall, at his own cost, provide laboratory facilities at work site to conduct the tests Viz. Gradation, Maximum dry density, Atterberg Limits, Moisture Content, and Plasticity Index, at the interval and frequency as specified in the Specifications and the Technical Guidelines for Planning, Design & Construction of Rural Road, for assurance of the quality of the works.	34
The Defects Liability Period is: 365 days	35
<p>The minimum insurance covers shall be:</p> <ul style="list-style-type: none"> •The maximum deductible for insurance of Works is <u>1% of the contract value subject to max Nrs. 100,000</u> •The minimum cover for insurance of the Works is: <u>100 % of the value of the works as per the Contract Price</u> •The minimum for insurance of other property is <u>NRs. 300, 000</u> •The minimum cover for personal injury or death insurance: <ul style="list-style-type: none"> (a)for the Contractor's employees is: <u>NRs. 200,000</u> and (b) for other people is: <u>NRs. 200,000</u> 	13
The following events shall also be Compensation Events: None	44
The period between Program update is [30] days.	27
The amount to be withheld for late submission of an updated Program is: <u>NRs. 100, 000</u>	27
The language of the Contract document is: <u>English.</u>	3
The law that applies to the Contract is the law of <u>Nepal.</u>	3
Institution whose arbitration procedures shall be used: <u>NEPCA.</u>	25
Fees and types of reimbursable expenses to be paid to the Adjudicator: NRs 1, 500 per hour and the reimbursable expenses travel, MTV etc will be paid as per actual upon submission of receipts.	25
Appointing Authority for the Adjudicator : <u>NEPCA</u>	25
Arbitration will take place in accordance with <u>the Nepal Arbitration Act 2056.</u>	25
Prior to submission of the Monthly Statements, the Contractor shall submit to the Project Manager, a Request For Inspection (RFI) for the inspection of the completed Works by an Independent Technical Inspector appointed by the Project Coordination Unit (PCU).	42
Monthly Statements shall be accompanied with the Certificate of Inspection issued by the Independent Technical Inspector of the completed Works.	
All taxes shall be included in the price excluding VAT. VAT shall be billed separately.	45
The currency of the Employer's country is the <u>Nepalese Rupees (NRs.).</u>	46
<p>The Contract is subject to price adjustment only for construction materials in accordance with Contract Data sub-clause 47.3</p> <p>Add sub-clause 47.3 as follows:</p> <p>After the signing of the Contract Agreement, if there happens to be a price fluctuation in excess of 10 (ten) percent in the price of the construction materials mentioned in the schedule below, then an adjustment for the price shall be made in accordance with the Procurement Regulations of Nepal 2007.</p> <p>No price adjustments shall be made up to a variation of 10% from the base price of the construction material in the schedule below. If the price variation is more than 10% from that of the base price then price adjustments shall be made for the additional percent beyond 10% in accordance with the Procurement Regulations of Nepal 2007. To apply this of price fluctuation the Bidder/Contractor shall provide the following information in the bid (Section 9):</p>	47

Construction Material	Base Price (Ex-factory)	Source (factory)	
Cement	NRs...../Metric Tonne		
Bitumen (80/100)	NRs...../litre		
Gabion wire (10 SWG)	NRs...../Metric Tonne		
Steel Reinforcement (12 mm dia, Fe 415)	NRs...../Metric Tonne		
<p>The base prices of the construction materials shall be taken as 30 days before the deadline for submission of the Bid. For the purpose of price variation, the Ex-factory price of the same source shall be taken into consideration.</p> <p>The bidder shall substantiate the Base price with the proper documentation. Based on these documents and verification (as necessary) it shall be included in the contract agreement.</p>			
The proportion of payments retained is Five percent.			48
<p>The liquidated damages for the whole of the Works are <u>0.05 percent</u> of final Contract Price per day and That for the Milestones are as under;</p> <p>Milestone 1: 0.005% of Contract Price per day Milestone 2: 0.025% of Contract Price per day Milestone 3: 0.05% of Contract Price per day</p> <p>Liquidated damage for Milestone 1 will be levied within Milestone 2, then liquidated damage of Milestone 2 will be levied within Milestone 3, so on and so forth. No two liquidated damage will be applicable at one time and liquidated damage shall be applicable until works in the preceding milestone is completed.</p>			49
The maximum amount of liquidated damages for the whole of the Works is <u>10</u> percent of the final Contract Price.			49
<p>The Bonus for the whole of Works is <u>0 percent of final Contract</u> price per day. The maximum amount of bonus for the whole of the Works is 0 percent of the final Contract Price.</p>			50
<p>The Advance Payment shall <u>not be more than 10.0 percent of the Contract Price</u>. 50% of the advance will be paid after signing of the contract and remaining 50 % of the advance will be paid after full mobilization of the contractor, including purchase of insurance and establishment of material test laboratory as specified in the Contract Data, satisfactory to the Project Manager. These advance payments shall be paid to the contractor within 30 days after submission of a bank guarantee in the currency specified in the contractor's bid.</p>			51
<p>The Advance Payment will be repaid as follows:</p> <p>Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price.</p> <p>Deduction will be at the rate of 20% of the respective monthly Interim Payment Certificate. Advance Payment shall be fully recovered before 90% lapse of the contract period.</p>			51
<p>The Performance Security shall be for the following minimum amounts equivalent, as a percentage of the Contract Price :</p> <p>(a) Bank Guarantee <u>5 percent</u></p>			52
The standard form(s) of Performance Security acceptable to the Employer shall be of the type presented in Section 8 of the Bidding Documents.			52
The amount to be withheld for failing to produce "as built" drawings of the new structures by the date required is <u>NRs. 100, 000</u>			58
The percentage to apply to the value of the Works not completed, representing the Employer's additional cost for completing the Works, is [<u>Twenty Five percent</u>]			60

Section 4. Contract Data

Name of Road: **Janata Sadak Rural Road**

Chainage: From **CH 3+377 to CH 9+000**

Contract Number: **02/RAIDP/Parsa/Pack-B/066/67**

The following documents are also part of the Contract:

Reference	Contract Clause
• Schedule of Other Contractors	8
• The Schedule of Key Personnel	9
The Borrower is the <u>Government of Nepal</u> .	1.1
The "IDA World Bank " means [International Development Association] and <u>Grant refers to IDA grant H 525 – NP and Credit Number 4664 - NP.</u>	1.1
The Employer is: Office of District Development Committee, Parsa , Nepal. Name of Authorized Representative: Local Development Officer, Parsa District.	1.1
<u>The Project Manager is :</u> DTO Chief District Technical Office, Parsa, Nepal. Name of Authorized Representative: Planning, Design and Supervision Engineer (PDE), Parsa for the purpose of daily supervision, quality control and certification of Works and monitoring of the Contract.	1.1
The name and identification number of the Contract is: 02/RAIDP/Parsa/Pack-B/066/67	1.1
The Works consist of: Earthworks, Gabion work ,slab culvert , Conc. causeway,lined drain, gravel works etc.	1.1
The Start Date shall be 15 days after the date of signing of the contract.	1.1
The contractor shall construct and install the works in accordance with the specifications and Drawings. For this purpose the contractor shall carryout the construction survey jointly with the Technician of the office within 21 days from the date of signing the contract.	16.1
The Intended Completion Date for the Whole of the Works shall be 15 months from the date of Signing of the Contract , with the following milestones: Milestone 1: 15% of the Works completed within one third of Contract duration. Milestone 2: 50% of the Works completed within two third of Contract duration. Milestone 3: Intended Completion Date	17,28
The following documents also form part of the Contract:	2.3
The Contractor shall submit a revised Program for the Works within [30] days of the delivery of the Letter of Acceptance (LoA).	27
The Site Possession Date shall be 15 days after the contract agreement Date and earlier than the start date.	21
The Site is located at Janata Sadak Road, starting from CH 3+377 (Bhedaha Bridge) and ends at Ch : 9+000 (proposed length) Bagbana VDC. Contract No:- 02/RAIDP/Parsa/Pack-B/066/67 and drawings Nos. [.....]	1

The Contractor shall, at his own cost, provide laboratory facilities at work site to conduct the tests Viz. Gradation, Maximum dry density, Atterberg Limits, Moisture Content, and Plasticity Index, at the interval and frequency as specified in the Specifications and the Technical Guidelines for Planning, Design & Construction of Rural Road, for assurance of the quality of the works.	34
The Defects Liability Period is: 365 days	35
<p>The minimum insurance covers shall be:</p> <ul style="list-style-type: none"> •The maximum deductible for insurance of Works is <u>1% of the contract value subject to max Nrs. 100,000</u> •The minimum cover for insurance of the Works is: <u>100 % of the value of the works as per the Contract Price</u> •The minimum for insurance of other property is <u>NRs. 300, 000</u> •The minimum cover for personal injury or death insurance: <ul style="list-style-type: none"> (a)for the Contractor's employees is: <u>NRs. 200,000</u> and (b) for other people is: <u>NRs. 200,000</u> 	13
The following events shall also be Compensation Events: None	44
The period between Program update is [<u>30</u>] days.	27
The amount to be withheld for late submission of an updated Program is: <u>NRs. 100, 000</u>	27
The language of the Contract document is: <u>English.</u>	3
The law that applies to the Contract is the law of <u>Nepal.</u>	3
Institution whose arbitration procedures shall be used: <u>NEPCA.</u>	25
Fees and types of reimbursable expenses to be paid to the Adjudicator: NRs 1, 500 per hour and the reimbursable expenses travel, MTV etc will be paid as per actual upon submission of receipts.	25
Appointing Authority for the Adjudicator : <u>NEPCA</u>	25
Arbitration will take place in accordance with <u>the Nepal Arbitration Act 2056.</u>	25
Prior to submission of the Monthly Statements, the Contractor shall submit to the Project Manager, a Request For Inspection (RFI) for the inspection of the completed Works by an Independent Technical Inspector appointed by the Project Coordination Unit (PCU).	42
Monthly Statements shall be accompanied with the Certificate of Inspection issued by the Independent Technical Inspector of the completed Works.	
All taxes shall be included in the price excluding VAT. VAT shall be billed separately.	45
The currency of the Employer's country is the <u>Nepalese Rupees (NRs.).</u>	46
<p>The Contract is subject to price adjustment only for construction materials in accordance with Contract Data sub-clause 47.3</p> <p>Add sub-clause 47.3 as follows:</p> <p>After the signing of the Contract Agreement, if there happens to be a price fluctuation in excess of 10 (ten) percent in the price of the construction materials mentioned in the schedule below, then an adjustment for the price shall be made in accordance with the Procurement Regulations of Nepal 2007.</p> <p>No price adjustments shall be made up to a variation of 10% from the base price of the construction material in the schedule below. If the price variation is more than 10% from that of the base price then price adjustments shall be made for the additional percent beyond 10% in accordance with the Procurement Regulations of Nepal 2007. To apply this of price fluctuation the Bidder/Contractor shall provide the following information in the bid (Section 9):</p>	47

Construction Material	Base Price (Ex-factory)	Source (factory)	
Cement	NRs...../Metric Tonne		
Bitumen (80/100)	NRs...../litre		
Gabion wire (10 SWG)	NRs...../Metric Tonne		
Steel Reinforcement (12 mm dia, Fe 415)	NRs...../Metric Tonne		
The base prices of the construction materials shall be taken as 30 days before the deadline for submission of the Bid. For the purpose of price variation, the Ex-factory price of the same source shall be taken into consideration.			
The bidder shall substantiate the Base price with the proper documentation. Based on these documents and verification (as necessary) it shall be included in the contract agreement.			
The proportion of payments retained is Five percent.			48
The liquidated damages for the whole of the Works are <u>0.05 percent</u> of final Contract Price per day and That for the Milestones are as under; Milestone 1: 0.005% of Contract Price per day Milestone 2: 0.025% of Contract Price per day Milestone 3: 0.05% of Contract Price per day Liquidated damage for Milestone 1 will be levied within Milestone 2, then liquidated damage of Milestone 2 will be levied within Milestone 3, so on and so forth. No two liquidated damage will be applicable at one time and liquidated damage shall be applicable until works in the preceding milestone is completed.			49
The maximum amount of liquidated damages for the whole of the Works is <u>10</u> percent of the final Contract Price.			49
The Bonus for the whole of Works is <u>0 percent</u> of final Contract price per day. The maximum amount of bonus for the whole of the Works is 0 percent of the final Contract Price.			50
The Advance Payment shall <u>not be more than 10.0 percent</u> of the Contract Price. 50% of the advance will be paid after signing of the contract and remaining 50 % of the advance will be paid after full mobilization of the contractor, including purchase of insurance and establishment of material test laboratory as specified in the Contract Data, satisfactory to the Project Manager. These advance payments shall be paid to the contractor within 30 days after submission of a bank guarantee in the currency specified in the contractor's bid.			51
The Advance Payment will be repaid as follows: 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 20% of the respective monthly Interim Payment Certificate. Advance Payment shall be fully recovered before 90% lapse of the contract period.			51
The Performance Security shall be for the following minimum amounts equivalent, as a percentage of the Contract Price : (a) Bank Guarantee <u>5 percent</u>			52
The standard form(s) of Performance Security acceptable to the Employer shall be of the type presented in Section 8 of the Bidding Documents.			52
The amount to be withheld for failing to produce "as built" drawings of the new structures by the date required is <u>NRs. 100, 000</u>			58
The percentage to apply to the value of the Works not completed, representing the Employer's additional cost for completing the Works, is [<u>Twenty Five percent</u>]			60