

Pokhara Metropolitan City
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP)
Project Implementation Unit (PIU)
Simalchaur, Kaski
Gandaki Province, Nepal.

Procurement of Works

BIDDING DOCUMENT

for

Procurement

of

Works

For

Pokhara: Access Road with Cycle Track to Panchase Improvement.

Issued on: 24th June 2026

Invitation for Bids No.: URLIP/PKR/CW02

OCB No.: URLIP/PKR/CW02

Employer: Pokhara Metropolitan City,
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP),
Project Implementation Unit (PIU),
Simalchaur, Kaski, Gandaki Province

Country: Nepal

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Abbreviations

ADB	Asian Development Bank
BDF	Bidding Form
BDS	Bid Data Sheet
COF	Contract Forms
CON	Historical Contract Nonperformance
ELC	Eligible Countries
EHSMP	Environmental, Health, and Safety Management pPan
ELI	Eligibility Form
EQC	Evaluation and Qualification Criteria
EQU	Equipment Form
ERQ	Employer's Requirements
EXP	Experience Form
FIDIC	Fédération Internationale des Ingénieurs-Conseil (International Federation of Consulting Engineers)
FIN	Financial Data Form
GCC	General Conditions of Contract
IFB	Invitation for Bids
ITB	Instructions to Bidders
JV	Joint Venture
MPC	Merit Point Criteria
OCB	Open Competitive Bidding
PCC	Particular Conditions of Contract
PER	Personnel Form
SBD	Standard Bidding Document
SPS	ADB Safeguard Policy Statement 2009

Invitation for Bids

Pokhara Metropolitan City

Office of Municipal Executive

Urban Resilience and Livability Improvement Project (URLIP)

Project Implementation Unit (PIU)

Simalchaur, Kaski, Gandaki Province

Date of Publication: **24th June 2026**

Loan/Grant No. and Title: **4433-NEP(COL) / 0927-NEP(SF),
Urban Resilience and Livability Improvement Project (URLIP)**
Contract No. and Title: **URLIP/PKR/CW02**
Name of Sub-Project: **Pokhara: Access Road with Cycle Track to Panchase Improvement**

Deadline for Submission of Bids: **28th July, 2026, NST 12:00 Hours**

1. The **Government of Nepal (GoN)** has received financing from the Asian Development Bank (ADB) toward the cost of **Urban Resilience and Livability Improvement Project (URLIP)**. Part of this financing will be used for payments under the Contract named above. Bidding is open to Bidders from eligible source countries of ADB.
2. The **Pokhara Metropolitan City, Pokhara Metropolitan City Office, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit (PIU), Gandaki, Kaski** (“the Employer”) invites sealed bids from eligible Bidders for the construction and completion of **Pokhara: Access Road with Cycle Track to Panchase Improvement** (“the Works”).
3. **Open competitive bidding – national advertisement** will be conducted in accordance with ADB’s **Single-Stage: Two-Envelope (1s2e)** procedure and is open to all Bidders from eligible countries as described in the Bidding Document.
4. Only eligible Bidders with the following key qualifications defined in the Bidding Document may participate in this bidding. (refer Section 3 for other qualification criteria): As per STANDARD BIDDING DOCUMENT JANUARY 2026.

Minimum Average Annual Construction Turnover (as per section 3 of Bidding Document): NRs 1300.00 million calculated as total certified payments received for contracts in progress or completed, within the last five (5) years divided by five (5).

- a) **Financial Resources (as per section 3 of Bidding Document):** Must demonstrate availability of Financial Resources (less its financial obligations for current contract commitments), meets or exceeds the total requirement for the subject contract, as detailed below:
Sole Bidder: **NRs 216.00 million**
Joint Venture
One partner must meet or exceed its required share of 40% **NRs 86.40 million**
Each partner must meet or exceed its required share of 25% **NRs 54 million**
The combined financial resources of the Joint Venture **NRs 216.00 million**
- b) **Contracts of Similar Size and Nature (as per section 3 of Bidding Document): NRs. 1040.0 million.**
 - Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last **Seven (7) years (27th July 2019 to Bid Submission Deadline)** where the value of the Bidder’s participation exceeds **1040.0 million.**
 - The similarity of the Bidder’s participation shall be based on
- i) **Construction, Improvement, Upgrading, Rehabilitation, or Maintenance of Road Works involving Earthworks, Pavement Works, and Drainage Works.**

5. To obtain further information and inspect the bidding documents, Bidders should contact:

**Project Manager,
Pokhara Metropolitan City
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP)
Project Implementation Unit (PIU),
Simalchaur, Kaski, Gandaki Province
Facsimile: +977-061-591356
Email: pmcurlip@gmail.com**

6. A complete set of Bidding Documents may be purchased by eligible bidders from the Employer's office at the address specified below upon submission of a written application, along with a copy of the company/firm registration certificate. In the case of a joint venture (JV), copies of the registration certificates of all company/firm must also be submitted.

**Pokhara Metropolitan City
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP)
Project Implementation Unit (PIU),
Simalchaur, Kaski, Gandaki Province**

Pay the non-refundable fee of **NRs. 20,000** (Nepalese Rupees Twenty Thousand Only) either at the Revenue Department of Pokhara Metropolitan City, Pokhara Metropolitan City Office, Gandaki, Kaski, or in the form of a bank voucher deposited to the Employer's Rajaswa (Revenue) account as specified below.

Name of the Bank: Rastriya Banijya Bank, Branch: Pritivi Chowk, Pokhara
Name of the Office: **Pokhara Metropolitan City Office, Kaski**
Office Account No.: 3020100301010002
Rajaswo Shirshak No.: 14229
Revenue Heading No.: **Ga 1-1, Internal Revenue Account (Antrik rajaswo Khata)**
Before: **27th July 2026, Within Office Hours.**

7. Interested bidders shall submit their bids in paper-based form, delivered in sealed envelopes to the Employer's office at address as specified below on or before **NST 12:00 Hours of 28th July 2026.**

**Pokhara Metropolitan City
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP)
Project Implementation Unit (PIU),
Simalchaur, Kaski, Gandaki Province**

Technical Bids will be publicly opened in the presence of the Bidders' designated representatives who chooses to attend at the below mentioned address at **NST 13:00 Hours of 28th July 2026.**

**Pokhara Metropolitan City
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP)
Project Implementation Unit (PIU),
Simalchaur, Kaski, Gandaki Province**

8. The Employer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Section 1: Instructions to Bidders

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

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A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

3. Fraud and Corruption

- 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "integrity violation" means any act, as defined under ADB's Investigation and Enforcement Framework (as amended from time to time), which violates ADB's Anticorruption Policy, including to (v) above and the following: failure to disclose and manage conflict of interest¹.

¹ Conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

obstructive practice, violations of debarment, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose enforcement and disclosure actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework, including declaring ineligible, either indefinitely or for a stated period of time, to participate² in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in Bidding document and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, and agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provisions stated in GCC 28.3 and 73.2(i).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprises subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:
- (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract,

² Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

Bid Document

during contract execution.

- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
 - (f) a Bidder, Joint Venture partner, associate, parent company, or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract; or
 - (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) a Bidder that has a financial or familial relationship with the Employer's personnel including personnel of project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the Bidding Document or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.
- 4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.6 A Bidder shall not be under suspension from Bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer

shall reasonably request.

- 4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person, or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

5. Eligible Materials, Equipment, and Services

- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Requirements

- Section 6 Employer's Requirements (ERQ)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Particular Conditions of Contract (PCC) including attachments
- Section 9 Contract Forms (COF)

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the

Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for the construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised—without identifying the source—and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 20;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
 - (e) documentary evidence in accordance with ITB 15, establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (f) Technical Proposal in accordance with ITB 16; and
 - (g) any other document required in the BDS.
- 11.3 The Price Bid Shall Comprise the following;
- (a) Letter of Price Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and ITB 17;
 - (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13; and
 - (d) any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

12. Letters of Bid and Schedules

- 12.1 The Letters of Technical Bid and Price Bid, and Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

13. Alternative Bids

- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered. If permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).
- 13.2 Unless otherwise indicated in the BDS, alternative times for completion shall not be considered. If permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).
- 13.3 Unless otherwise indicated in the BDS, alternative technical solutions shall not be considered. If permitted to submit alternative technical solutions for specified parts of the Works, such parts will be identified in the BDS and described in Section 6 (Works' Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).
- 13.4 Except as provided under ITB 13.3 above, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.).

14. Subcontractors

- 14.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through nominated Subcontractors.
- 14.2 If Subcontractors are proposed for any of the key activities listed in Section 3 (Evaluation and Qualification Criteria) 2.4.2, they shall be considered as "Specialist Subcontractors" and shall meet qualification requirements for the relevant key activities.

15. Documents Establishing the Qualifications of the Bidder

Bid Document

- 15.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 15.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 36.

16. Documents Comprising the Technical Proposal

- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule as well as the bidder's, environmental, health, and safety management plan (EHSMP) and other environmental, health, and safety (EHS) management documents required in the BDS commensurate with the proposed scope of works, and any other information stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17. Bid Prices and Discounts

- 17.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.
- 17.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Unit rates and prices for all items of the Works described in the Bill of Quantities shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 17.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.
- 17.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 17.5 The prices shall be either fixed or adjustable as specified in the BDS.
- (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as nonresponsive and rejected.
- (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract to reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the provisions of the Conditions of Contract. A Bid submitted with a fixed price will be treated as nonresponsive and be rejected. The Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings. Any bid that omits indexes and weightings shall be subject to clarification with the Bidder.
- 17.6 If so indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 17.4, provided the Bids for all contracts are submitted and opened at the same time.
- 17.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

18. Currencies of Bid and Payment

- 18.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.
- 18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate

form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

19. Period of Validity of Bids

- 19.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Employer in accordance with ITB 23.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

20. Bid Security/ Bid-Securing Declaration

- 20.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 20.2 If a Bid-Securing Declaration is required pursuant to ITB 20.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 20.3 If a bid security is specified pursuant to ITB 20.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.
- 20.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 20.1, shall be rejected by the Employer as nonresponsive.
- 20.5 If a bid security is specified pursuant to ITB 20.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid Evaluation shall be returned promptly upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 47.
- 20.6 If a bid security is specified pursuant to ITB 20.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 25.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 19.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 46;
 - (ii) furnish a Performance Security in accordance with ITB 47;
 - (iii) accept arithmetical corrections in accordance with ITB 33; or
 - (iv) furnish a domestic preference security, if applicable.
- 20.8 If the bid security is required as per ITB 20.1, the bid security of a Joint Venture shall be in the name of the

Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid- Securing Declaration is required as per ITB 20.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

21. Format and Signing of Bid

- 21.1. The Bidder shall prepare one original set of documents comprising the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark it “ORIGINAL-TECHNICAL BID and ORIGINAL PRICE BID.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Technical and Price Bid in the number specified in the BDS, and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Employer’s request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.
- 21.3. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

- 22.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing, and marking are as follows:
 - (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID,” “ORIGINAL - PRICE BID,” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID.” These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 22.2 and ITB 22.5.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 22.2 The inner and outer envelopes shall
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer as provided in BDS 23.1;
 - (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 22.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.
- 22.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 26.7.
- 22.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the

misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

- 24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

- 25.1 A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

26. Bid Opening

- 26.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 26.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 26.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 26.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification

and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 26.1.

26.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or Bid-Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

26.6 The Employer shall prepare a record of the Technical bid opening, which shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative bids; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

26.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

26.8 The Employer will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.

26.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, and who passed the minimum MPC threshold, if applicable, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

26.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Bill of Quantities are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Price Bids.

26.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

27. Confidentiality

- 27.1 Information relating to the examination, qualification, evaluation, and comparison of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, and comparison of the Technical Bids and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 34.
- 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

29. Qualification of the Bidder

- 29.1 The Employer shall determine to its satisfaction whether the Bidder meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.1. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.
- 29.3 An affirmative determination shall be a prerequisite for proceeding the next step of the evaluation process under ITB 31. The Employer reserves the right to reject the bid of any Bidder found to be in circumstances described in GCC 73.2(c). A negative determination shall result in disqualification of the Bid in which event the Employer shall return the unopened Price Bid to the Bidder.

30. Deviations, Reservations, and Omissions

- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

31. Determination of Responsiveness

- 31.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security or Bid-Securing Declaration, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.
- 31.3 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

Bid Document

- 31.4 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 31.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.
- 31.6 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial Nonconformities

- 32.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 32.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component. The adjustment shall be made using the methods indicated in Section 3 (Evaluation and Qualification Criteria).

33. Correction of Arithmetical Errors

- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.
 - (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
- 33.2 If the Bidder that submitted the Most Advantageous Bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.

34. Conversion to Single Currency

- 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

35. Domestic Preference

35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

36. Financial Evaluation

36.1 Provided that a Bid is substantially responsive with the technical evaluation in accordance with Section 3 (Evaluation and Qualification Criteria), the Employer will proceed with the detailed evaluation of financial aspects. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Grand Summary, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 17.4;
- (d) price adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (f) assessment whether the bid is abnormally low in accordance with ITB 39; and
- (g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in the bid evaluation.

36.4 If this Bidding Document allows Bidders to submit separate bids for different contracts (or lots), and the award to a single Bidder of multiple contracts (or lots), the methodology to determine the Most Advantageous Bid combinations, including any discounts offered in the Letter of Price Bid and Schedule, is specified in Section 3 (Evaluation and Qualification Criteria).

37. Lowest Evaluated Bid

37.1 The Employer will proceed with the comparison of the Bids prices amongst the substantially responsive bids. The Bid with the lowest price will be determined as the Most Advantageous Bid.

38. Abnormally Low Bids

38.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

38.2 When the offered bid price of the Most Advantageous Bid appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

38.3 With regard to ITB 38.2 (b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.

38.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Employer may:

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

39. Unbalanced or Front-Loaded Bids

- 39.1 If the Bid, which results in the Most Advantageous Bid, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.
- 39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
 - (b) accept the Bid, but require that the total amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract subject to ITB 47.2; or
 - (c) reject the Bid and make a similar determination for the next ranked bid

40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

- 40.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

41. Award Criteria

- 41.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 37 to ITB 39 above to be the Most Advantageous Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Notice of Intention for Award of Contract

- 42.1 If standstill provisions apply as specified in the BDS 44, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful Bidder can challenge the proposed award
- 42.2 Prior to the expiration of the period of bid validity the Employer shall transmit the Notice of Intention for Award of Contract using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing.

43. Invitation to Finalization of the Draft Contract Before Notification of Award³

- 43.1 Prior to the expiration of the period of bid validity, the Employer shall invite the successful Bidder to finalize the provisions of the draft contract, before issuing the Notification of Award through issuance of the Letter of Acceptance.
- 43.2 Invitation for finalization of the draft contract shall be done through the issuance of the corresponding form in Section 9 (Contract Forms) to the successful Bidder, in writing.
- 43.3 This step must be finalized as soon as possible, but no later than 14 days.

44. Standstill Period

- 44.1 The purpose of a standstill period is to allow unsuccessful bidders an opportunity to challenge an intended

³ The Employer may issue this invitation to finalization of the draft contract provisions. In parallel with the notice of intention for award of contract i.e. at the commencement of the standstill period, if applicable

contract award decision before the actual notification of award. If standstill provisions apply this shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before issuing the Notification of Award as per ITB 46) within which any unsuccessful bidder can challenge the proposed award.

- 44.2 If standstill period applies, unsuccessful bidders may request a debriefing request during the standstill period.
- 44.3 In the event there are any complaints during the standstill period, prior to issuance of the Notification of Award, it will be a condition that the Employer satisfactorily addresses the complaint. However, continuation of a complaint shall not be a ground for the Employer not to proceed in accordance with ITB 45.
- 44.4 If the standstill period does not apply, upon notification of award through the issuance of a Letter of Acceptance under ITB 45.1, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

45. Notification of Award

- 45.1 Prior to the expiration of the period of bid validity; and upon satisfactorily addressing any complaints received during the standstill period, if applicable, and after finalization of the draft contract provisions, the Employer shall transmit the Notification of Award through the issuance of a Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted, together with the finalized contract, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within 14 days of receiving this request
- 45.2 Until the formal contract is executed by the contracting parties, the notification of award through the issuance of a Letter of Acceptance shall constitute a binding Contract between the Employer and the Contractor.
- 45.3 Within 2 weeks of the award of contract the Borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:
- i. name of each Bidder who submitted a Bid;
 - ii. bid prices as read out at bid opening;
 - iii. name and evaluated prices of each Bid that was evaluated;
 - iv. name(s) of Bidders whose bids were rejected and the reasons for their rejection; and
 - v. name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
 - vi. successful Bidder's Beneficial Ownership Disclosure Form.

46. Signing of Contract

- 46.1 The Employer shall send the successful Bidder the Contract Agreement together with or promptly after the issuance of Letter of Acceptance.
- 46.2 Unless agreed otherwise between the parties, within 28 days of receipt of Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

47. Performance Security

- 47.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing Performance Security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.
- 47.2 Failure of the successful Bidder to submit the abovementioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security

or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next ranked Bidder whose offer is substantially responsive and Most Advantageous Bid as determined by the Employer to be qualified to perform the Contract satisfactorily.

47.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

48. Bidding-Related Complaints

48.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

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

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: URLIP/PKR/CW02
ITB 1.1	The Employer is: Pokhara Metropolitan City, Pokhara Metropolitan City Office, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit (PIU), Gandaki, Kaski
ITB 1.1	The name of the bidding process is: Pokhara: Access Road with Cycle Track to Panchase Improvement The identification number of the bidding process is: URLIP/PKR/CW02 The number and identification of lots comprising this bidding process is: None
ITB 2.1	The Borrower is: Government of Nepal
ITB 2.1	The name of the Project is: Urban Resilience and Livability Improvement Project (URLIP)

B. Contents of Bidding Documents

ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Project Manager, Pokhara Metropolitan City, Pokhara Metropolitan City Office, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit (PIU) City: Gandaki, Kaski Country: Nepal Telephone: +977-061-591356 E-mail: pmcurlip@gmail.com Requests for clarification should be received by the Employer no later than: 14 days
ITB 7.4	A Pre-Bid meeting shall take place. Date: 9th July 2026 Time: 13:00 Noon Place: Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit (PIU), Office, Gandaki, Kaski Note: - Bidder who are interested for virtual participation in pre- bid meeting can request before pre-bid meeting and employer will be facilitated for virtual participation. Bidders may send an email to pmcurlip@gmail.com.

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
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ITB 11.2	<p>The Technical Bid shall comprise the following: The required forms and documents shall be part of technical bids.</p> <table border="1" data-bbox="363 199 1318 1354"> <thead> <tr> <th data-bbox="363 199 440 233">SN</th> <th data-bbox="440 199 794 233">Document</th> <th data-bbox="794 199 1105 233">Requirement</th> <th data-bbox="1105 199 1318 233">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 233 440 266">1.</td> <td data-bbox="440 233 794 266">Letter of Technical Bid</td> <td data-bbox="794 233 1105 266">Mandatory</td> <td data-bbox="1105 233 1318 266">Hard Copy</td> </tr> <tr> <td data-bbox="363 266 440 338">2.</td> <td data-bbox="440 266 794 338">Bid Security/Bank Guarantee</td> <td data-bbox="794 266 1105 338">Mandatory</td> <td data-bbox="1105 266 1318 338">Original Hard Copy</td> </tr> <tr> <td data-bbox="363 338 440 438">3.</td> <td data-bbox="440 338 794 438">Company registration Certificate</td> <td data-bbox="794 338 1105 438">Mandatory (equivalent document for Foreign Bidders)</td> <td data-bbox="1105 338 1318 438">Notarized Hard Copy</td> </tr> <tr> <td data-bbox="363 438 440 510">4.</td> <td data-bbox="440 438 794 510">VAT registration Certificate</td> <td data-bbox="794 438 1105 510">Mandatory (for Nepalese Bidders)</td> <td data-bbox="1105 438 1318 510">Notarized Hard Copy</td> </tr> <tr> <td data-bbox="363 510 440 611">5.</td> <td data-bbox="440 510 794 611">Business Registration (License) Certificate</td> <td data-bbox="794 510 1105 611">Mandatory (equivalent document for Foreign Bidders)</td> <td data-bbox="1105 510 1318 611">Notarized Hard Copy</td> </tr> <tr> <td data-bbox="363 611 440 682">6.</td> <td data-bbox="440 611 794 682">Tax Clearance Certificate of FY 2081/082</td> <td data-bbox="794 611 1105 682">Mandatory (for Nepalese Bidders)</td> <td data-bbox="1105 611 1318 682">Notarized Hard Copy</td> </tr> <tr> <td data-bbox="363 682 440 753">7.</td> <td data-bbox="440 682 794 753">Power of Attorney of Bid signatory</td> <td data-bbox="794 682 1105 753">Mandatory</td> <td data-bbox="1105 682 1318 753">Notarized Hard Copy</td> </tr> <tr> <td data-bbox="363 753 440 854">8.</td> <td data-bbox="440 753 794 854">Bank Voucher/Cash Receipt for cost of bid document</td> <td data-bbox="794 753 1105 854">Mandatory</td> <td data-bbox="1105 753 1318 854">Original Hard Copy</td> </tr> <tr> <td data-bbox="363 854 440 926">9.</td> <td data-bbox="440 854 794 926">Joint venture agreement</td> <td data-bbox="794 854 1105 926">Mandatory in case of JV Bids Only</td> <td data-bbox="1105 854 1318 926">Notarized Hard Copy</td> </tr> <tr> <td data-bbox="363 926 440 1119">10.</td> <td data-bbox="440 926 794 1119">Qualification Documents</td> <td data-bbox="794 926 1105 1119">Mandatory</td> <td data-bbox="1105 926 1318 1119">Notarized Hard Copy (Form mentioned in "Section 4 - Bidding Forms")</td> </tr> <tr> <td data-bbox="363 1119 440 1354">11.</td> <td data-bbox="440 1119 794 1354">Technical Proposal</td> <td data-bbox="794 1119 1105 1354">Mandatory</td> <td data-bbox="1105 1119 1318 1354">Hard Copy (Technical proposal as mentioned in "Section 4 - Bidding Forms")</td> </tr> </tbody> </table> <p data-bbox="363 1396 440 1423"><u>Note:</u></p> <p data-bbox="407 1430 1338 1457">a) The documents specified as “Mandatory” should be included in submission.</p> <p data-bbox="407 1486 1390 1549">b) Bids submitted without a notarized copy of above mentions document will not be considered for evaluation</p>			SN	Document	Requirement	Remarks	1.	Letter of Technical Bid	Mandatory	Hard Copy	2.	Bid Security/Bank Guarantee	Mandatory	Original Hard Copy	3.	Company registration Certificate	Mandatory (equivalent document for Foreign Bidders)	Notarized Hard Copy	4.	VAT registration Certificate	Mandatory (for Nepalese Bidders)	Notarized Hard Copy	5.	Business Registration (License) Certificate	Mandatory (equivalent document for Foreign Bidders)	Notarized Hard Copy	6.	Tax Clearance Certificate of FY 2081/082	Mandatory (for Nepalese Bidders)	Notarized Hard Copy	7.	Power of Attorney of Bid signatory	Mandatory	Notarized Hard Copy	8.	Bank Voucher/Cash Receipt for cost of bid document	Mandatory	Original Hard Copy	9.	Joint venture agreement	Mandatory in case of JV Bids Only	Notarized Hard Copy	10.	Qualification Documents	Mandatory	Notarized Hard Copy (Form mentioned in "Section 4 - Bidding Forms")	11.	Technical Proposal	Mandatory	Hard Copy (Technical proposal as mentioned in "Section 4 - Bidding Forms")
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ITB 11.2(g)	<p>The Bidder shall submit with its Technical Bid the following additional documents: Contractor must submit additional documents of Code of conduct (ESHS); Site-specific Environmental, Health and Safety Management Plan (EHSMP).</p>																																																		
ITB 11.3	<p>The Price Bid shall comprise the following: The required forms and documents shall be part of price bids.</p> <table border="1" data-bbox="363 1766 1318 1934"> <thead> <tr> <th data-bbox="363 1766 440 1799">SN</th> <th data-bbox="440 1766 794 1799">Document</th> <th data-bbox="794 1766 1105 1799">Requirement</th> <th data-bbox="1105 1766 1318 1799">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 1799 440 1833">1.</td> <td data-bbox="440 1799 794 1833">Letter of Price Bid</td> <td data-bbox="794 1799 1105 1833">Mandatory</td> <td data-bbox="1105 1799 1318 1833">Hard Copy</td> </tr> <tr> <td data-bbox="363 1833 440 1904">2.</td> <td data-bbox="440 1833 794 1904">Completed Bill of Quantities (BoQ)</td> <td data-bbox="794 1833 1105 1904">Mandatory</td> <td data-bbox="1105 1833 1318 1904">Hard Copy Forms</td> </tr> <tr> <td data-bbox="363 1904 440 1934">3.</td> <td data-bbox="440 1904 794 1934">Price Adjustment Table</td> <td data-bbox="794 1904 1105 1934">Mandatory (If</td> <td data-bbox="1105 1904 1318 1934">Hard Copy</td> </tr> </tbody> </table>			SN	Document	Requirement	Remarks	1.	Letter of Price Bid	Mandatory	Hard Copy	2.	Completed Bill of Quantities (BoQ)	Mandatory	Hard Copy Forms	3.	Price Adjustment Table	Mandatory (If	Hard Copy																																
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Bid Document

			applicable)	Forms
	4.	Additional Documents specified in ITB 11.3 (d)	Mandatory (If any)	Hard Copy
	<u>Note:</u>			
	<i>The documents specified as “Mandatory” should be included in submission.</i>			
ITB 11.3(b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for admeasurement contracts and Activity Schedule for lump sum contracts: None			
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: None			
ITB 12.1	The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be type written or if written by hand, must be in print form. Bill of Quantities and Daywork Schedule not presented accordingly may be considered nonresponsive.			
ITB 13.1	Alternative Bids shall not be permitted.			
ITB 13.2	Alternative times for completion shall not be permitted.			
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: None.			
ITB 14.1	The Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.			
ITB 16.1	The Technical Proposal is expected to include as a minimum document as mentioned in Section 4 (Technical Proposal) form.			
ITB 17.5	The prices quoted by the Bidder shall be adjustable. The formula for adjusting the prices and explanatory details are specified in the GCC Clause 54.1. Bidder shall fill out the Tables of Adjustment Data in Section 4 (Bidding Forms).			
ITB 18.1	The prices shall be quoted by the bidder and shall be paid in: Nepalese Rupees (NRs)			
ITB 19.1	The bid validity period shall be 120 days.			
ITB 20.1	The Bidder shall furnish a bid security in the amount of NRs. 26.00 Million			
ITB 20.2	The ineligibility period will be Not Applicable.			
ITB 20.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.			
ITB 21.1	In addition to the original Bid, the number of copies is: Two			
ITB 21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: i. The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any			

	and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
ITB 21.2	The Bidder shall submit an acceptable authorization within 14 days .

D. Submission and Opening of Bids

ITB 22.1	Bidders shall submit their Bids as paper-based submissions.
ITB 22.1(a)	<p>The Paper based bid submission procedures shall be as follows:</p> <ul style="list-style-type: none"> i. Interested bidders may purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB). ii. Bidders shall prepare their bids using the forms and formats provided in the bidding document issued by the Employer. iii. Bidders shall submit their bids in sealed envelopes to the Employer’s office on or before the deadline specified in the IFB. iv. The cost of the bidding document shall be deposited as specified in the IFB, and a copy of the bank deposit voucher/cash receipt/wire transfer document shall be enclosed with the bid. v. The bidder may submit a bid as a single entity or as a joint venture (JV). In case of a JV, a duly signed joint venture agreement shall be submitted along with the bid. vi. All bidders (including all partners in case of JV) shall ensure that all required documents and information are complete and up to date at the time of bid submission. vii. The bid shall consist of two separate sealed envelopes clearly marked as “Technical Bid” and “Price Bid”, which shall be enclosed within a single outer envelope. viii. Bids must be properly signed, stamped, and accompanied by all required documents as specified in the bidding document. ix. Bidders may withdraw their bids by submitting a written notice duly signed by an authorized representative prior to the deadline for submission. x. Any bid received after the deadline for submission shall be rejected and returned unopened. xi. The Bidder shall meet the following requirements and conditions for submission of bids: <ul style="list-style-type: none"> aa) The submitted bids shall be complete, legible, and properly bound. bb). Bidders are fully responsible for the proper preparation and timely submission of their bids, and the Employer shall not be held liable for any delay or misplacement. <p>When a bidder submits a bid in paper-based form, it shall be deemed that the bidder has prepared the bid after studying and examining the complete set of bidding documents, including specifications, drawings, personnel requirements, equipment requirements, conditions of contract, and contract forms.</p>
ITB 22.1(b)	Electronic bidding submission procedures shall be: “not applicable”
ITB 23.1	<p>For bid submission purposes only, the Employer’s address is:</p> <p>Pokhara Metropolitan City Office of Municipal Executive Urban Resilience and Livability Improvement Project (URLIP) Project Implementation Unit (PIU), Simalchaur, Kaski, Gandaki Province</p>

Bid Document

	<p>The deadline for bid submission is:</p> <p>Date: 28th July 2026</p> <p>Time: 12:00 hours, NST</p>
ITB 26.1	<p>The opening of the Technical Bid shall take place at:</p> <p style="text-align: center;">Pokhara Metropolitan City Office of Municipal Executive Urban Resilience and Livability Improvement Project (URLIP) Project Implementation Unit (PIU), Simalchaur, Kaski, Gandaki Province</p> <p>City: Pokhara Metropolitan City, Kaski, Gandaki</p> <p>Country: Nepal</p> <p>Date: 28th July 2026</p> <p>Time: 13:00 Hours NST</p>
ITB 26.1	<p>Paper-Based Submission bid opening procedure shall be as follows:</p> <p>For bids submitted in accordance with ITB 23.1, the specific bid opening procedure shall be as follows:</p> <p>i. The Employer shall receive sealed bids up to the deadline specified in the bidding document. The technical bids shall be opened on the specified date and time in the presence of the bidders' representatives who choose to attend.</p> <p>ii. The Employer shall conduct the opening of technical bids at the address, date, and time specified in the bidding document.</p> <p>iii. Bids marked as "WITHDRAWAL" shall not be opened and shall be returned unopened to the bidder.</p> <p>The technical bids shall be opened one by one and read out in accordance with ITB 26.</p>
ITB 26.5	<p>The Letter of Technical Bid and Schedules shall be initialed by Three (3) representatives of the Employer attending the Bid opening.</p>
ITB 26.10	<p>The Letter of Price Bid and Schedules shall be initialed by Three (3) representatives of the Employer attending the Bid opening</p>

E. Evaluation and Comparison of Bids

ITB 29.2	<p>The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.</p>
ITB 34.1	<p>Not applicable.</p>
ITB 44.1	<p>Standstill provisions shall apply. The duration of standstill period will be 7 days from the date of notice of intention for award of contract.</p> <p>The Employer shall, at the start of the standstill period, notify in writing each Bidder that submitted a bid, of its intention to award a contract to the successful bidder at the end of standstill period. The notification using the form included in Section 9 (Contract Forms) shall include the following information:</p> <p>(a) the name of each Bidder who submitted a Bid;</p> <p>(b) the bid prices as read out at bid opening;</p> <p>(c) the name and evaluated prices of each Bid that was evaluated;</p>

	<p>(d) the name of Bidders whose bids were rejected and the reasons for their rejection;</p> <p>(e) the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded; and</p> <p>(f) a statement of the reason(s) the bid of the unsuccessful Bidder to whom the notification is addressed was unsuccessful, unless the price information under (e) of this paragraph already reveals the reason.</p>
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F. Award of Contract

<p>ITB 48.1</p>	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Directive for ADB Borrowers. The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>For the attention: S.D.E. Bimal Ranjan Karki</p> <p>Title/position: Project Manager</p> <p>Employer: Pokhara Metropolitan City, Office of Municipal Executive, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit (PIU)</p> <p>E-mail address: pmcurlip@gmail.com</p> <p>Fax number: +0977-061-591356</p>
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Section 3: Evaluation and Qualification Criteria

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Bid Document

1. Qualification

1.1 Eligibility

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

1.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI – 1; ELI – 2 with attachments
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1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI – 1; ELI – 2 with attachments
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1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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1.2 Historical Contract Nonperformance

1.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture		Submission Requirements	
All Partners Combined		Each Partner	One Partner		
Nonperformance of a contract ^a did not occur as a result of contractor default since 27th July 2021	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not applicable	Form CON – 1

^a Nonperformance, as decided by the Employer, shall include all contracts where, any of the two conditions⁴ below have been met:

- 1) a) the contract was terminated for cause by the employer due to the contractor’s default(s) in fulfilling its obligations (including any environmental, health, and safety (EHS) obligations),
and
b) the contractor did not challenge such termination and/or call of the performance security or employer’s claims, including referral to the dispute resolution mechanism under the respective contract
or
c) contracts that were so challenged, but fully settled against the contractor.

OR

- 2) (a) the performance security was called partly or wholly,
or
(b) claims were made against the contractor by the employer due to the contractor’s default(s), which have led to works not being completed, i.e. taking-over certificate not having been issued;
and
(c) the contractor did not challenge the call of the performance security or employer’s claims, including referral to the dispute resolution mechanism under the respective contract
or
(d) contracts that were so challenged, but fully settled against the contractor as a result of the dispute resolution mechanisms.

In cases where challenged by the contractor, Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

^b This requirement also applies to contracts executed by the Bidder as a Joint Venture partner.

1.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture		Submission Requirements	
All Partners Combined		Each Partner	One Partner		
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

1.2.3 Pending Litigation and Arbitration

⁴ For example, non-performance should meet condition 1 or condition 2. Condition 1 within itself should meet 1a “and” 1b or 1c; condition 2 within itself should meet 2a or 2b “and 2c or 2d.

Bid Document

Pending litigation and arbitration criterion **shall** apply.^a

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than Fifty (50) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form CON – 1

1.3 Financial Situation

1.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1 with attachments

1.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
Minimum average annual construction turnover of NRs.	Must meet requirement	Must meet requirement	Must meet 25% of the	Must meet 40% of the	Form FIN – 2

<p>1300.00 Million calculated as total certified payments received for contracts in progress or completed, within the last five (5) years.</p>			<p>requirement</p>	<p>requirement</p>	
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1.3.3 Financial Resources⁵

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>For Single Entities</p> <p>The Bidder must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its major contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of NRs 216.00 million.</p>	<p>Must meet requirement</p>	<p>Not applicable</p>	<p>Not applicable</p>	<p>Not applicable</p>	<p>Form FIN – 3 and Form FIN – 4</p>
<p>For Joint Ventures</p> <p>(1) One partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of 40% (NRs 86.40 million) from the total requirement for the Subject Contract.</p> <p>AND</p>	<p>Not applicable</p>	<p>Not applicable</p>	<p>Not applicable</p>	<p>Must meet requirement</p>	<p>Form FIN – 3 and Form FIN – 4</p>
<p>(2) Each partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of 25% (NRs 54.0 million) from the total requirement for the Subject Contract.</p> <p>AND</p>	<p>Not applicable</p>	<p>Not applicable</p>	<p>Must meet requirement</p>	<p>Not applicable</p>	<p>Form FIN – 3 and Form FIN – 4</p>
<p>(3) The Joint Venture must</p>	<p>Not</p>	<p>Must meet</p>	<p>Not</p>	<p>Not</p>	<p>Form FIN – 3</p>

Bid Document

demonstrate that the combined financial resources of all partners defined in Form FIN – 3, less all the partners’ total financial obligations for the contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of NRs 216.00 million.	applicable	requirement	applicable	applicable	and Form FIN – 4
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1.4 Construction Experience

1.4.1 Contracts of Similar Size and Nature

(a) Similar Size - Must be complied with by the Bidder^a

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
Requirement			All Partners Combined	Each Partner	One Partner
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that have been satisfactorily and substantially completed between 27th July 2019 and bid submission deadline and that is similar to the proposed works (Construction, Improvement, Upgrading, Rehabilitation, or Maintenance of Road Works involving earthworks, pavement works, and drainage works). Where the value of the bidder’s participations exceeds NRs. 1040 million (with VAT).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1

(b) Similar Nature - Must be complied with by the Bidder^d

Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that have been satisfactorily and substantially completed between 27th July 2019 and bid submission deadline and that is similar to the proposed works as Construction, Improvement, Upgrading, Rehabilitation, or Maintenance of Road Works involving earthworks, pavement works, and drainage works.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1
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1.4.2 Construction Experience in Specialized Key Activities which must be met by the Bidder

The Employer accepts any of the following activities to be subcontracted. They may be complied with by the Bidder itself or by its proposed Specialist Subcontractor(s).

If any of the below technical requirements under 1.4.2 is/are to be undertaken by a Specialist Subcontractor, the Employer shall require evidence of the subcontracting agreement from the Bidder. The experience of Specialist Subcontractors shall be considered only for the following stipulated technical requirements and other aspects of qualification criteria (e.g. value of contracts under 1.4.1 (a) and (b) above, and their financial resources, etc.) shall not be added to and cannot be combined with those of the Bidder for purposes of qualification of the Bidder.

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
For the above or other contracts executed during the period stipulated in 1.4.1, a minimum construction experience is required in the following key activities: ^a	Must meet requirement	Must meet requirement	Form EXP – 2 ^b
1. Bidder should have completed at least 1110 Cum. of Asphalt Concrete works within any one year from 27th July 2019 to application submission deadline.			
2. Bidder should have completed at least 11250.00 Cum. of Cement Concrete works (Grade M15 or above Grade) within any one year from 27th July 2016 to application submission deadline.			

^a The compliance requirement must meet as per above mentioned proposed works for each key activity that may be met by a specialist subcontractor must define whether the requirement can only be met by a single specialist subcontractor or whether two or more specialist subcontractors can jointly meet the requirement.

^b Submission requirements: Form EXP – 2 shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, and other relevant details sufficient to demonstrate compliance with the requirements. If not mentioned in work completion certificate not considered for evaluation.

Bid Document

2. Evaluation

The evaluation methodology shall be to determine the Most Advantageous Bid.

The Most Advantageous Bid is the one that:

- (i) is substantially responsive to the bidding document, and
- (ii) has the lowest evaluated cost.

2.1 Technical Evaluation

2.1.1 Determination of Substantial Responsiveness

Prior to financial evaluation, a determination of responsiveness shall be carried out in accordance with ITB 30 and ITB 31. This determination may include the verification of the following criteria:

Criteria	Compliance	Documents
Requirement	Single Entity or Joint Venture	Submission Requirements
Compliance with the requirement for a defined completion time (when no alternative completion time is allowed).	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Responsiveness of the bidder's Environmental, Health, and Safety Management Plan (EHSMP) to the requirements of the project Environmental Management Plan (EMP).	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Responsiveness of the bidder's proposal demonstrating bidder's approach to fulfilling the 50% local labor requirement ¹	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Compliance with other sustainable procurement, if applicable.	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Other compliance requirements indicated in the Bidding Document.	Must meet requirement without material deviation, reservation, or omission	Technical Proposal

If the technical proposal is declared not substantially responsive to the requirements of the Bidding Document, the Bid shall be rejected, and it shall not be evaluated further. However, noncompliance with equipment requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

2.1.2 Completion Time

An Alternative Completion Time, if Permitted under ITB 13.2, will be evaluated as follows: Not Applicable

2.1.3 Technical Alternatives

Technical Alternatives, if permitted under ITB 13.3, will be evaluated as follows: Not Applicable

2.2 Financial Evaluation

2.2.1 Detailed Financial Evaluation

It is necessary to conduct a detailed price comparison on the following criteria described below in addition to the criteria listed in ITB 36.2 (a–g), the evaluated bid price shall be determined using the following method:

2.2.1.1 Quantifiable Nonconformities and Omissions

Subject to ITB 17.2 and ITB 36.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

“Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced, but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.”]

2.2.1.2 Domestic Preference

Not Applicable

2.2.1.2 Life Cycle Costs (for Financial Evaluation)

Not Applicable

2.3 Multiple Contracts

Not Applicable

Section 4: Bidding Forms

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

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Letter of Technical Bid

NOTE

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

Date:

OCB No.: **URLIP/PKR/CW02**

Invitation for Bid No.:

**To: Project Manager
Pokhara Metropolitan City
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP)
Project Implementation Unit (PIU),
Simalchaur, Kaski, Gandaki Province**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Investigation and Enforcement Framework, both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Document the following Works: **Pokhara: Access Road with Cycle Track to Panchase Improvement.**
- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **One Hundred Twenty (120) days** starts from the date fixed for the bid submission deadline in accordance with ITB 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (f) Our firm, Joint Venture partners, and Subcontractors or Suppliers, for any part of the contract who are named in the Bid, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: _____
- (ii) Details about the conflict of interest: _____

- (g) We are not participating, as a Bidder, either individually or as a partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3 (e), other than alternative offers submitted in accordance with ITB 13.
- (h) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not subject to, or not controlled by any entity or individual that is subject to a suspension or a debarment imposed by the ADB or a debarment imposed by the ADB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the

ADB and other development banks.⁶

- (i) We have checked all the parties mentioned in the declaration above against ADB’s Publicly Disclosed Debarment or Suspension Subregister accessed via <https://sanctions.adb.org/>.
- (j) Our firm, Joint Venture partners, members of our respective management and supervisory board of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not suspended, debarred, declared ineligible, or subject to any international sanctions by any international organization, multilateral development bank and other donor agency.

If applicable, please state details:

- (k) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, and parent company, in the last 10 years preceding the date of this letter of bid, have never been convicted of any criminal offense, or been subjected to any criminal, civil, or administrative orders, monitorship or enforcement actions, involving any integrity violation or on grounds comparable to any integrity violation.

If applicable, please state details:

- (l) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, can make and receive payments through the international banking system or otherwise discharge the Employer’s obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Employer’s obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
- (ii) Jurisdiction of the restriction: _____
- (iii) Other relevant details: _____

- (m) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers are not from a country which is prohibited to export goods or services to, or receive any payments from the Employer’s country and/or are not prohibited to receive payments for particular goods or services by the Employer’s country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (n) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁷

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

⁶ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates..

⁷ If none has been paid or is to be paid, indicate “None.”

- (o) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (f), (h), (i), (j), (k), (l), (m), and (n) of this Letter of Technical Bid.
- (p) *[We are not a government-owned enterprise] / [We are a government-owned enterprise, but meet the requirements of ITB 4.5]*⁸
- (q) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (r) At any time following submission of our Bid, we shall permit and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates, or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts, and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (s) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records, and other documents related to bid submission for at least 5 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (t) If we are awarded the contract, we shall preserve all accounts, records, and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (u) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Works' Requirements) and our technical proposal, or as otherwise agreed upon with the Employer.
- (v) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in enforcement and disclosure actions, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework, both as amended from time to time.

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

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

Signed: *[insert signature of 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]*

⁸ Use one of the two options as appropriate.

Letter of Price Bid

NOTE

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

Date:

OCB No.: **URLIP/PKR/CW02**

Invitation for Bid No.:

To: **Project Manager
Pokhara Metropolitan City
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP)
Project Implementation Unit (PIU),
Simalchaur, Kaski, Gandaki Province**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB’s Anticorruption Policy (1998) and Investigation and Enforcement Framework, both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works. **Pokhara: Access Road with Cycle Track to Panchase Improvement**
- (d) The total price of our Bid, excluding any discounts offered in item (d) below is:

[amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the Summary of Bill of Quantities should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are: [insert discounts and methodology for their application if any]
- (f) Our Bid shall be valid for a period of **120 days** starts from the date fixed for the bid submission deadline in accordance with ITB 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award through the issuance of Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the first-ranked bid or any other bid that you may receive.

- (j) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts, and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records, and other documents related to bid submission for at least 5 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records, and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in enforcement and disclosure actions, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework (both as amended from time to time).

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

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

Signed: *[insert signature of 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]*

Bid Security Bank Guarantee

[Bank’s name, and address of issuing branch or office]⁹

Beneficiary: [Name and address of the Employer]

Date:.....

Bid Security No.:

We have been informed that [name of the bidder] (hereinafter called “the Bidder”) has submitted to you its bid dated [please specify] (hereinafter called “the Bid”) for the execution of [name of contract] under Invitation for Bids No. [please specify] (“the IFB”).

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder’s bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.¹⁰

[Authorized signature(s) and bank’s seal (where appropriate)]

⁹ All italicized text is for use in preparing this form and shall be deleted from the final document

¹⁰ Or the employer may use “Uniform Rules for Demand Guarantees (URDG) ICC Publication No. 458” as appropriate

Bidder’s Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI – 1: Bidder’s Information Sheet

Bidder’s Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/registration			
Year of constitution/ incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder’s authorized representative (name, address, telephone number(s), fax number(s), e-mail address)			
<p>Attached are copies of the following documents.</p> <ol style="list-style-type: none"> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 21.2. 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 5. Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. 			

Form ELI – 2: Joint Venture Information Sheet

Each partner of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture/Specialist Subcontractor Information			
Bidder's legal name			
		Information of Joint Venture Partner or Specialist Subcontractor	If any Joint Venture Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/registration			
Year of constitution/ incorporation/registration			
Corporate or registration number			
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)			
<p>Attached are copies of the following documents.</p> <ol style="list-style-type: none"> Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. Authorization to represent the firm named above, in accordance with ITB 21.2. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. 			

Form CON – 1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criteria 1.2.1 and 1.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts

Choose one of the following:

- No nonperforming contracts.
- Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).

Year	Description	Amount of Nonperformer Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]

Table 2: Pending Litigation and Arbitration

Choose one of the following:

- No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.
- Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	<p>Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification]</p> <p>Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name]</p> <p>Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country]</p> <p>Matter of Dispute: [indicate full description of dispute]</p> <p>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</p> <p>Status: [indicate status of dispute]</p>	[insert amount]	[insert amount]

Form FIN – 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: _____

Financial Data for Previous Five (5) Years [\$ Equivalent]					
	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth = TA – TL					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital = CA – CL					
Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN – 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner’s FIN – 3.			
Information from Income Statement					
Total Revenues					
Profits Before Taxes					
Profits After Taxes					
<input type="checkbox"/> Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last 5 years, as indicated above, complying with the following conditions: <ol style="list-style-type: none"> 1) Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries or affiliates. 2) Historical financial statements must be audited by a certified accountant. 3) Historical financial statements must be complete, including all notes to the financial statements. Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).					

Form FIN – 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: _____

Annual Turnover Data for the Last Five (5) Years (Construction only)			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Average Annual Construction Turnover			

Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder’s financial requirements for its contract commitments as defined in FIN-4, and the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1	Working Capital (to be taken from FIN – 1)	
2	Credit Line ^a	
3	Other Financial Resources ^b	
Total Available Financial Resources		

^a A credit line is an unconditional and legally binding loan extended to a Bidder by a financial institution. The credit line must be free from any pledge, encumbrance, or commitment to a third party or other transactions. Credit lines should be substantiated by a letter from the bank issuing the line of credit.

^b Other financial resources are financial assets not considered in the Working Capital. They are noncurrent assets (i.e., with a maturity beyond a 12-month period) such as a loan and/or trade receivable, bank deposits, debt, or equity instruments (provided they are classified as “available for sale” in the financial statements), and are free from any pledge or commitment to a third party and get their value from contractual rights or ownership.

NOTE	<i>Employer may require the Bidder to provide the most recent unutilized balance (i.e. the amount currently available to the Bidder) of the credit line, accompanied by a supporting letter from the issuing financial institution. Further details on credit line requirements may be discussed and agreed upon during preparation of the Bidding Document stage.</i>
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Form FIN – 4: Financial Requirements for Major Contract Commitments

Bidders (or each Joint Venture partner) should provide information on their commitments on all major contracts¹¹ that have been awarded¹² after the deadline of the latest financial year for which the financial statements were submitted under Form FIN-1.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: _____

Major Contract Commitments						
No.	Name of Contract	Employer’s Contact (Address, Tel, Fax)	Contract Completion Date	Contract Value (X) ^a	Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X/Y)
1						
2						
3						
4						
Total Monthly Financial Requirements for Major Contract Commitments						\$

^a Values to be calculated from the letter of intent or letter of acceptance or the contract agreement. (\$ equivalent based on the foreign exchange rate as of the Base Dates of the respective contracts).

^b Construction periods (Time for Completion) as defined in the respective contracts.

¹¹ Major contracts mean contracts with a construction duration that is longer than 12 months.

¹² For the purposes of this criterion, “awarded” shall mean: either letter of intent or letter of acceptance has been received, or contract was signed.

Form FIN – 5: Self-Assessment Tool for Bidder’s Compliance to Financial Resources (Criterion 1.3.3 of Section 3)

This form requires the same information submitted in Forms FIN – 3 and FIN – 4. All conditions of “Available Financial Resources Net of Contract Commitments ≥ Requirement for the Subject Contract” must be satisfied to qualify.

Form FIN – 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Major Contract Commitments from FIN – 4 (C)	Available Financial Resources Net of Major Contract Commitments D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				216 Million	

Form FIN – 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3(B)	Total Monthly Financial Requirement for Major Contract Commitments from FIN – 4(C)	Available Financial Resources Net of Major Contract Commitments' = (B - C)	Requirement for the Subject Contract(E)	Results: Yes or No [D must be greater than or equal to E](F)
One Partner:					
_____ (Name of Partner)				86.4 Million	
Each Partner:					
_____ (Name of Partner 1)				54.0 Million	
_____ (Name of Partner 2)				54.0 Million	
_____ (Name of Partner 3)				54.0 Million	
All partners combined	D = Sum of available financial resources net of major contract commitments for all partners		D = _____	216 Million	

NOTE

Form FIN – 5 is made available for use by the Bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN – 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size 1.4.1 (a) and Nature 1.4.1 (b)

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement or Certificate of Completion of the Works.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower’s Central bank on the date of the contract.

Contract of Similar Size and Nature ^a		
Contract No. of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 1.4.1 of Section 3 (Evaluation and Qualification Criteria)		
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that have been satisfactorily and substantially completed between 27th July 2019 and Bid Submission Deadline and that is similar to the proposed works as Construction or Improvement or Upgrading of Road Works involving earthworks, Asphalt pavement works and drainage works. Where the value of the bidder’s participations exceeds NRs. 1040 million (with VAT) .		

^a Bidder can submit separate forms corresponding to Similar Size (1.4.1 (a)) and Nature (1.4.1(b)) (if relevant)

Form EXP – 2: Construction Experience in Key Activities

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement or Certificate of Completion of the Works.

Each Bidder must fill out this form.

If complied by Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor’s name:

Specialist Subcontractor: _____

Contract with Similar Key Activities

Contract No. of		Contract Identification	
Award Date		Completion Date	
Total Contract Amount	\$		
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer’s name Address Telephone number Fax number E-mail			
Description of Key Activities in Accordance with Criterion 1.4.2 of Section 3 (Evaluation and Qualification Criteria)			
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience in the following key activities:			
1. Bidder should have completed at least 1110 m3 of Asphalt Concrete works within any one year from 27th July 2019 to application submission deadline.			
2. Bidder should have completed at least 11250.00 m3 of Cement Concrete works (Grade M15 or above Grade) within any one year from 27th July 2016 to application submission deadline.			

Technical Proposal

The technical proposal is expected to include as a minimum information described in the following forms:

- (i) Construction Management Strategy;
- (ii) Construction Methods for Key Component;
- (iii) Construction Schedule;
- (iv) Quality Assurance and Quality Control;
- (v) Environmental, Health, and Safety Management Plan (EHSMP);
- (vi) Anticipated Risks Evaluation;
- (vii) Personnel and Organizational Chart;
- (viii) Personnel;
- (ix) Equipment;
- (x) List of Subcontractors; and
- (xi) Local Participation Plan

(i) Construction Management Strategy

The Bidder shall submit a construction management strategy that addresses as a minimum:

- (a) organizational arrangements for the construction management, including: team structure, roles and responsibilities, interface arrangements, approval procedures, and quality assurance arrangements;
- (b) subcontractor selection and management;
- (c) obtaining and managing consents, permits, and approvals;
- (d) site setup including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (e) construction phasing proposals, including sequence of work and management of conflicting activities;
- (f) ensuring that geotechnical investigations or other advance works meet the environmental, health, and safety requirements; and
- (g) sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g., energy efficiency, reduction of wastage, material reduction, sources of materials, and others).

(ii) Construction Methods for Key Component

Bidders shall provide typical method statements for the following key activities. Each method statement shall describe the proposed approach to the construction activity, the level of staffing and experience, the safe system of work, and the construction equipment to be used.

- 1.
- 2.
- 3.
- 4.

(iii) Construction Schedule

Bidders shall set out a work program for construction of the Works to be undertaken, including the mobilization phase, showing identification of major milestones, and critical path. Detailed timetables may be submitted (as appropriate) for the following aspects:

- (a) Processes and deliverables needed to commence the Works;
- (b) Execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (c) Testing, commissioning, and handing over of the completed Works;

Work programs shall be submitted in paper (hard copy)

Programs must include milestones, when they are applicable,

(iv) Quality Assurance and Quality Control

Bidders shall have to submit their approach and resources for the quality assurance procedure and quality control process in connection with works and services to be executed under the Contract.

A draft quality management plan should be submitted as supporting documentation.

(v) Environmental, Health, and Safety Management Plan (EHSMP)¹³

The Bidder shall submit an outline Environmental, Health, and Safety Management Plan (EHSMP) commensurate with the risks and impacts of the proposed works and activities as described in the EMP. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, and others that will be implemented by the Contractor, and its subcontractors to avoid, minimize, and/or mitigate environmental, health, and safety risks associated with implementing the projects activities throughout the project cycle.

In developing these strategies and plans, the Bidder shall have regard to the EHS provisions of the contract and EHS risks, including those as may be more fully described in Section 6 (Works' Requirements).

The proposal shall also include details in relation to in-house policies and procedures acceptable to the Employer for EHS management such as:

- Grievance management for both contractor staff and any issues arising between contractor staff and nearby community members
- Performance monitoring system for contractor staff/ subcontractors/ suppliers/suppliers
- Existence of an Ethics Charter.
- Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.
- Existence of official company procedures for the management of the following relevant points:
 - EHS resources and facilities and EHS monitoring system;
 - Project Areas management information (base camps, quarries, burrow pits, storage areas);
 - Health and Safety on worksites policy and related guidance;
 - Labor Management System;
 - Local recruitment and EHS training of local staff, subcontractors, and/or local partners;
 - Community stakeholder engagement practice;
 - Traffic management practice;
 - Hazardous products management practice;
 - Waste management practice;
 - Protection of water resources;
 - Biodiversity protection practices;
 - Site rehabilitation and revegetation practice;
 - Local cultural heritage protection practice;
 - Erosion and sedimentation practices; and
 - Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19, and others)
- Personnel management system: HR policies and procedures, including documented worker grievance mechanisms and evidence of effective implementation (e.g., records of grievances received and resolved).
- System that executes and manages labor management policies and procedures day-to-day
- Evidence of compliance reports to demonstrate implementation of the EMP or other EHS management documents, audit report in past projects

The Bidder shall submit an outline Environmental, Health and Safety Management Plan (EHSMP) commensurate with the risks and impacts of the proposed works and activities. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the EHS provisions of the contract and EHS risks including those as may be more fully described in Section 6 (Employer's Requirements).

¹³ For projects categorized as Category C for environment for which no EMP has been prepared, this subsection should be omitted.EHSEHS

(vi) Anticipated Risks Evaluation

The Bidder should submit a risk register identifying the hazards anticipated during the implementation of the contract (e.g., geotechnical and subsurface risks).

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on EHS, cost, program or other, and the proposed mitigation strategy for each hazard.

(vii) Personnel and Organizational Chart

The Bidder shall describe the organization of its personnel (an organizational chart shall be provided) specifying the number and specialties of each class of personnel.

For each key personnel, the Bidder shall specify the time periods and number of working days to perform each activity under the works implementation phases.

Likewise, for each specialty, the Bidder shall describe the number of personnel and will show their input over the time periods for the implementation of the Works.

(viii) Personnel Form PER

Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Note: All titles of positions will be as listed in Section 6 (Employer’s Requirements).

Form PER – 2: Resumé of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Full Legal Name	Date of birth
	Known as	Place of Birth
	Nationality	Citizenship
	Type of Government ID Attach a copy of ID to this form	ID number
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

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

(ix) Equipment Form EQU

Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer’s Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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

Omit the following information for equipment owned by the Bidder.

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

(x) List of Subcontractors

Proposed Subcontractors for Major Works

The following Subcontractors and/or manufacturers are proposed for carrying out the major works.

Major Works	Proposed Subcontractors	Nationality

(xi) Local Participation Plan

Bidders are required to submit a Local Participation Plan demonstrating their commitment to employing the minimum required local labor. This plan must include a narrative addressing the following areas, along with supporting data submitted using the provided forms:

1. Execution and Sourcing Plan

- Description of the proposed approach to engage local labor across various project phases.
- Indicative sourcing plan showing potential sources of local labor (e.g., local communities and employment agencies).
- Labor deployment plan (*bidder may append a filled table following template provided below Form LP1 along with any relevant supporting attachments*)
- (others)

2. Stakeholder Roles and Responsibilities

- Identification of key stakeholders involved in implementing local participation (contractor, subcontractors, and suppliers).
- Clear delineation of roles, responsibilities, and communication mechanisms among those stakeholders to support effective coordination and monitoring.
- (others)

3. Risk and Contingency Planning

- Identification of potential risks (e.g., shortage of skilled labor, migration, or conflict with agricultural seasons for example).
- Mitigation measures and contingency actions to ensure uninterrupted achievement of participation targets.
- (others)

4. Organizational Arrangements

- Linkages to the bidder's project organization chart, highlighting key positions to be filled by local personnel.
- Designation of a responsible focal person or team for managing and reporting on local participation.
- (others)

5. Local Job Creation

- Other local job creation proposals addressing the technical criteria; such as labor exceeding mandatory requirements (e.g., 50%), gender-sensitive hiring, and increased usage of skilled labor.
- Proposal for implementation (*bidder may append a table including details using template Form LP2*).
- (others)

6. Skills Development

- On-the-job training programs.
- Structured training programs and workshops.
- Knowledge transfer.
- (others)

7. Monitoring and Reporting Mechanism

- Description of how progress toward local participation targets will be tracked, verified, and reported during implementation.

- Use of standard forms and periodic reporting consistent with contract requirements.
- (others)

Form LP1*

Category of Labor	Estimated Number of Local Labor (person-days)	Estimated Total Labor (person-days)	Percentage of Local Labor	Remarks
Skilled Labor				
Semi-skilled Labor				
Unskilled Labor				
Total				

* Bidders may further attach a labor histogram or labor deployment schedule to support the data (see below). The labor count should be limited to personnel deployed during construction activities, and should not include any estimates pertaining to the defects notification period. The bidder may further provide details of the labor engaged from the subcontractors and suppliers if required.

Labor Histogram Template (Attachment to Form LP1)

Month	Skilled (Local)*	Skilled (Foreign)*	Semi-skilled (Local)*	Semi-skilled (Foreign)*	Unskilled (Local)*	Unskilled (Foreign)*	Total Labor*	% Local
Month 1								
Month 2								
Month 3								
Month 4								
...								
...								
Average/ Total								

* Stated in person-days

Labor Deployment Schedule Template (Attachment to Form LP1)

Position	Nationality	No. of Personnel	Start Month	End Month	Duration (months)	% Local Labor	Remarks
Project Manager	Foreign						
Site Engineer	Local						
Foreman	Local						
Skilled Labor (Mason)	Local						
Skilled Labor (Carpenter)	Local						
Semi-skilled Labor	Local						
Unskilled Labor	Local						
Equipment Operator	Foreign						
...	...						
...	...						
Total	...						

Table(s) of Adjustment Data

Table A: Local Currency Payment

Index Code	Index Description	Source of Index *	Base Value and Date	Bidder's Proposed Weighting (coefficient)
L: Labor	Nonadjustable	—	—	a: <u>0.15</u>
		“National Salary and Wage Rate Index”- Construction Labourer” of Nepal Rastra Bank	28 days prior to deadline of submission of bids	b: <u>0.15 – 0.20</u>
E: Equipment		National Wholesale Price Index – “Transport Vehicles and Machinery Goods” of Nepal Rastra Bank	28 days prior to deadline of submission of bids	c: <u>0.15 – 0.20</u>
M: Material		“National Wholesale Price Index”- Construction Materials of Nepal Rastra Bank	28 days prior to deadline of submission of bids	d: <u>0.45 – 0.55</u>
			Total	1.00

Bill of Quantities

[Admeasurement Contract]

1. The Bill of Quantities shall be read in conjunction with the Instruction to Bidders, Conditions of Contract, Specifications and Drawings.
2. The term "Engineer" mentioned herein after and in the Bill of Quantity and Specification represents the Project Manager as stated in the General Condition of Contract (GCC) and Particular Condition of Contract (PCC).
3. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
4. For any item if the measurement is to be based on records made before and/or during construction, such records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out any such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations, where required, establishing evidence to confirm the extent of the work and the quantity, certification for payment for such works shall be solely at the Engineer's discretion, which shall however be exercised fairly. The cost of any such investigation shall be borne by the Contractor.
5. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, shall include all works necessary to complete the works (including design of temporary works, design of permanent works as necessary, preparation of working drawings, site survey, layout works, etc.) including all constructional plant, labour, supply, transportation, supervision, materials, erection, maintenance, testing, commissioning, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. The above cost should be included in Contractor quoted rate in respective item to be executed at the site.
6. The rates and prices shall be quoted entirely in Nepalese Rupees.
7. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
8. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work
9. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. Where summaries of the work covered by the items are given work or in the preambles, they are indicative only and the rates entered shall include for all ancillary work or materials not specifically stated but implicit in the item of work. The Specification Clause references given in the parenthesis in each item of the Bills of Quantities are for the convenience of bidders and generally refer to the principal relevant-specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders' obligation to complete work in accordance with all the requirements of the Specification.
10. Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which services to which the Provisional Sum relates, as the Engineer shall have instructed. The provisional sum shall include the actual amounts paid (or due to be paid) by the Contractor, and a sum for overhead charges and profit, calculated as a Five- and one-half percent (7½ %) of these actual amounts. The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.
11. The method of measurement of completed work for payment shall be in accordance with the provisions included in the Specifications.

12. Any arithmetic errors shall be corrected to Employer pursuant to Clause 34 of the Instruction to Bidders.

Dayworks Schedule

Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules. These rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork. The payments for daywork shall not be subject to price adjustment.

Daywork Materials

The Contractor shall be entitled to payment in respect of materials used for daywork, at the rates entered by him in the respective BOQ Items and shall be deemed to include overhead charges and profit as follows;

(a) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site. The rates shall be stated in Nepali rupees and payment will be made in the same currency.

(b) the cost of hauling materials for use on work ordered to be carried out as daywork, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate

Sample Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed covered by other rates and prices entered in the Bill of Quantities. The units and rates in figures entered into the Bill of Quantities should be typewritten or if written by hand, must be in print form. Bill of Quantities not presented accordingly may be considered nonresponsive.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.
8. The method of measurement of completed work for payment shall be in accordance with the method of measurement of completed work for payment shall be in accordance with the "Standard Specifications for Road and Bridge Works" issued by the Department of Roads (DoR), Ministry of Physical Infrastructure and Transport, Government of Nepal.
9. Arithmetic errors will be corrected by the Employer as follows:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.
 - (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b), and (c) above.
10. Rock is defined as all materials that, in the opinion of the Project Manager, require blasting, or the use of

Bid Document

metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horsepower with a single, rear-mounted, heavy-duty ripper.

Work Items
Pokhara Metropolitan City
Office of Municipal Executive
Urban Resilience and Livability Improvement Project (URLIP)
Project Implement Unit
Simalchaur, Kaski, Gandaki Province
BILL OF QUANTITY

Name of Project: Pokhara: Access Road with Cycle Track to Panchase Improvement

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
1.0	PROVISIONAL ITEMS : Contractor All Risk (CAR) - Insurance Premium for the works damage for contract work for all risk including Riot, Strike, Damage, Malicious Damage, Terrorism, Loss or Damage of Material or Equipment or Property or plant, Third Party Insurance, Personal Injury or Death (including client and consultant) all complete as specified in GCC for contract work for project period including DLP as per instruction of Engineer. (SS/SP 103)	PS	1.00			4,800,685.00	
2.0	PROVISIONAL ITEMS : Supply, deliver and erection of Concrete / Steel tubular / wooden etc. electric poles, transformer including cable and other necessary accessories after removal of existing poles including excavation and dismantling of foundation concrete and lines all complete under the supervision of concerned department and as per instruction of Engineer.(Reference from Nepal Electricity Authority)	PS	1.00			2,475,000.00	

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
3.0	PROVISIONAL ITEMS : Relocation / Re-errection / Restatement of services / minor infrastructures, handpump, water supply / sewer network of various size,excavation, laying and connection of water supply / sewer pipes network, backfilling of water supply / sewere trench and commissioning of services including purchase and installation of pipes, fittings, house connections etc all complete services as per Specification and Engineer's instruction (SS/SP-105)	PS	1.00			1,000,000.00	
4.0	PROVISIONAL ITEMS : Provision for carrying out additional tests for material and works as required and instructed by the Engineer as per GCC (SS/SP 502)	PS	1.00			1,000,000.00	
5.0	PROVISIONAL ITEMS : Provision of supply & installation of smart meter for street lights including cable and other necessary accessories including NEA deposit all complete as per instruction of Engineers.	PS	1.00			480,000.00	
6.0	PROVISIONAL ITEMS : Carving & painting on sal wood plank for information board including fixing with necessary accesories all complete as per instruction of Engineers.	PS	-			139,000.00	
7.0	PROVISIONAL ITEMS : Environmental Monitoring; (i) Water quality tests - Drinking water quality, Surface water quality, (ii) Air quality and Noise level monitoring	PS	1.00			570,000.00	

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
8.0	PROVISIONAL ITEMS : Mitigation Activities: (i) SWM works, (ii) Reinstatement works: Maintenance of public tap, Support to Public Pond, Public Places, etc; (iii) Conservation works (Regeneration and greenery management), Information and awareness, (iv) CHS / EHS - Risk Management, and Emergency preparedness (a) provision of access for households (Metal /wooden plank/temporary ramp, signs board etc.), (b) Provision of fire extinguisher as per standards, Safe storage of chemicals & lubricants (d) provision of First aids toolbox (e) emergency preparedness	PS	1.00			4,750,000.00	
9.0	PROVISIONAL ITEMS : Public Awareness, Public Participaiton and Information Dissemination: Awareness / Capacity building on E&S Awareness Activities (Awareness on SEAH, GBV, Communicable diseases, and other awareness events), Leaflets, PSA (local media)	PS	1.00			650,000.00	
10.0	PROVISIONAL ITEMS : Other Monitoring & Mitigation costs: Orientations on contractual provisions	PS	1.00			75,000.00	
11.0	PROVISIONAL ITEMS : Biodiversity and Habitat Conservation (Establishment of information and awareness board on biodiversity and critical habitat; Wildlife track specific support; Awareness program on biodiversity and habitat conservation to contractor representative, labors, community; Habitat monitoring and documentation)	PS	1.00			990,000.00	

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
12.0	GENERAL WORKS : Provide and establish gender friendly labor camps with adequate drinking water facility and gender friendly toilets for labors including setting up contractor's and engineer's site office with full furnishing including (one desktop computer (i7), A4 size monochrome printer) for entire project period and demolish and re-instate the ground as per specifications and as instructed by Engineer. (SS/SP 111)	LS	1.00				
13.0	GENERAL WORKS : Provide, operate and maintain Quality Control Laboratory including equipment, accessories and consumables for both field testing facilities and off-site test with manpower during construction period as per Contract Documents as per Specification and instruction of Engineer all complete (SS/SP-504,511,503)	LS	1.00				
14.0	GENERAL WORKS : Providing and installation of project sign boards of 1.8*1.2 m with frame of MS Pipe (50X50 3.83)mm and MS plate 1.5mm including painting and writing information with enamel paint and foundation with PCC M15 (300x300x500mm) for jamming as per specification and instruction of engineer. (SS/SP 110)	No.	6.00				
15.0	GENERAL WORKS : Carry out routine maintenance of the existing road to keep the road serviceable through out the contract period all complete as per instruction of Engineer. (SS/SP 109 & 2902)	Km-day	8,490.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
16.0	GENERAL WORKS : Providing and sprinkling water on existing earthen/gravel road surface for dust suppression using water tanker of suitable capacity, including filling of water, transportation to site, spraying with sprinkler arrangement, operation, fuel, labor, and all necessary equipment as directed by the Engineer. The work shall be carried out at required intervals to maintain dust-free condition as per site requirement.	Km-day	6,367.00				
17.0	GENERAL WORKS : Provide photographs and Videographs (In portable device) pre-construction and each month for inclusion in periodic progress report to the satisfaction of the Engineer all complete.	Month	24.00				
18.0	GENERAL WORKS : Traffic Management, Temporary Diversion with 900mm diameter NP3 Hume pipe and embankment width 4m, provide maintain, remove and reinstate on completion all signs, barrier staff and equipment for temporary control of traffic through out the contract period to the Engineer's requirements.(SS/SP 104)	Rm	100.00				
19.0	GENERAL Works : Standard Traffic Barricades, Barrier (Rigid, Semirigid & Flexible), with necessary ropes/ribbon and necessary reflective traffic signs (Information, Regulatory, Warning) and signal throughout construction period all complete as per specification and Engineer's instruction. (SS/SP 104)	LS	1.00				
20.0	GENERAL WORKS : Rental of two numbers of new motor bike (minimum 150cc capacity) with fuel, lubricant & maintenance cost (Consultant Supervision Engineers).	Month	24.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
21.0	DAY'S WORK: Unskilled Labour (Helper, operator assistant etc.)	Day	220.00				
22.0	DAY'S WORK: Skilled Labour (Mason Carpenter, Plumber, Black smith, Painter, Mechanics, Electrician etc.)	Day	430.00				
23.0	DAY'S WORK: Generator	Hrs	270.00				
24.0	DAY'S WORK: Back hoe loader/ Excavator	Hrs	270.00				
25.0	DAY'S WORK: Tipper	Hrs	500.00				
26.0	DAY'S WORK: Water Pump	Hrs	270.00				
27.0	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable Material at suitable location to be used or auctioned, including lifts and lead, removal and disposal of top organic soil not exceeding 150 mm in thickness all complete as per drawing, Specification and instruction of Engineer. (SS/SP 201)	Sqm	43,720.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
28.0	Dismantling of existing structures comprising of Plain/Plum Cement Concrete including scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead all complete as per drawing, Specification and instruction of Engineer. (SS/SP 202)	Cum	20.35				
29.0	Dismantling of existing structures comprising of Reinforced cement concrete including scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead all complete as per drawing, Specification and instruction of Engineer. (SS/SP 202)	Cum	66.70				
30.0	Dismantling of flexible pavements (Bituminous course) and disposal of dismantled material at proper place including all lead and lift all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 202)	Cum	11.33				
31.0	Dismantling of existing structures comprising of Rubble stone masonry in cement mortar, including scaffolding wherever necessary, sorting the dismantled Material, disposal of unserviceable Material and stacking the serviceable Material with all lifts and lead of all complete as per drawing, specification and instruction of engineer. (SS/SP 202)	Cum	240.00				
32.0	Disposal of excess / spoil material at suitable place including all lift and lead all complete as per specification & instruction of engineer.	Cum	30,487.21				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
33.0	Road Way Excavation in all types of soil & rock as per drawing and technical Specifications including removal of stumps and other deleterious matter and disposal of unserviceable materials all lifts and lead as per Drawing and instruction of the Engineer. (SS/SP 905)	Cum	31,307.54				
34.0	Providing, laying, spreading and compacting Embankment with roadway cutting material, foundation cutting material and compact to the required density as per Drawing, Technical Specifications and instruction of Engineer. (SS/SP 905, 909)	Cum	15,501.10				
35.0	Earthwork in excavation in all type of soil, and rock for foundation of structures up to the required depth including dewatering, construction of shoring and bracing, removal of stumps and other deleterious matter, backfilling with approved Materials and disposal of excess materials at proper place including all lead and lift all complete as per Technical Specifications and instruction of Engineer. (SS/SP 907)	Cum	25,509.65				
36.0	Earthwork in excavation manually in all type of soil for foundation of structures up to the required depth including dewatering, construction of shoring and bracing, removal of stumps and other deleterious matter, backfilling with approved Materials and disposal of excess materials at proper place all complete as per Technical Specifications and instruction of Engineer. (SS/SP 907)	Cum	139.92				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
37.0	Loosening, levelling and compacting original ground supporting embankment to facilitate placement of first layer of embankment, scarified to a depth of 500 mm, mixed with water at OMC and then compacted by rolling so as to achieve dry density as per Drawing, Specification and instruction of Engineers. (SS/SP 1003, 1005)	Cum	46,466.56				
38.0	Providing and laying Granular Sub-Base on prepared surface, mixing at OMC, and compacting to achieve the desired density, complete as per Drawing, Specification and instruction of Engineers. (SS/SP 1201)	Cum	19,389.37				
39.0	Providing and laying Crusher Run Macadam (crushed stone base) on a prepared surface, spreading and mixing, watering and compacting to form a layer of Base Course (by using Machine) as per Drawing and Technical Specification and instruction of Engineer. (SS/SP 1204)	Cum	8,631.30				
40.0	Providing and applying Prime Coat with hot bitumen (VG10) (including cutter) on prepared surface of granular base including cleaning of road surface and spraying by mechanical means all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1302)	Litre	51,787.78				
41.0	Providing and applying Tack Coat with hot bitumen (VG10) at specified rate on the prepared non-bituminous surfaces by mechanical means including cleaning all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1302)	Litre	51,634.30				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
42.0	Providing and laying Bituminous Concrete/ Asphalt Concrete using crushed aggregates of specified grading, premixed with bituminous binder (VG30) and filler all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1309)	Cum	2,770.91				
43.0	Providing & fixing 20 mm thick Compressible Fiber Board in expansion joint complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1901)	Rm	15,164.50				
44.0	Providing and laying of M20 Precast Cement Concrete Kerb 38 cm * 20 cm * 25 cm (H*B*L) (Mountable and non mountable) with 12 mm thick 1:3 cement sand mortar bedding and joints including foundation, excavation, levelling, formworks etc all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1401)	Rm	12,491.00				
45.0	Providing and laying Edge Protection Block (200mm Wide X200mm Thick) of M20 Precast Cement Concrete for road edge protection including formwork, excavation and back filling all complete as per Drawing, Technical Specifications and instruction of Engineer (SS/SP 2007)	Rm	5,880.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
46.0	Road Marking with hot applied thermoplastic compound with reflectorizing glass beads on bituminous surface ,on smooth surface (Similar to asphalt concrete and rigid pavement): Providing and laying of hot applied thermoplastic compound at least 2mm thick including reflectorizing glass beads as per DOR Traffic Sign Manual/Specification. The finished surface to be level, uniform and free from streaks and holes all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1504)	Sqm	31,995.95				
47.0	Road Marking for Rumble Strip with hot applied thermoplastic compound with reflectorizing glass beads on bituminous surface, on smooth surface (Similar to asphalt concrete and rigid pavement): Providing and laying of hot applied thermoplastic compound at least 5mm thick including reflectorizing glass beads for Rumble Strip as per DOR Traffic Sign Manual/Specification. The finished surface to be level, uniform and free from streaks and holes all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1504)	Sqm	252.00				
48.0	Providing and painting two coats after filling the surface with Enamel Paint in all shades on surfaces as per Drawing, Technical Specifications and instruction of Engineer. (SS/SP 1501)	Sqm	4,371.85				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
49.0	Providing and fixing of retro-reflectrized warning, mandatory and informatory sign as per Specification clause 1501 made of high intensity grade sheeting, fixed over aluminium sheeting, 1.5 mm thick supported on a 50 mm internal dia steel tube or mild steel angle iron post 75mmX 40 mm X6 mm firmly fixed to the ground by means of properly designed foundation with M15 cement concrete as per Drawing, Technical Specifications and instruction of Engineer. Single Post 60 cm height Equilateral Triangle. (SS/SP 1501)	No.	47.00				
50.0	Providing and fixing of retro-reflectrized warning, mandatory and informatory sign as per Specification clause 1501 made of high intensity grade sheeting, fixed over aluminium sheeting, 1.5 mm thick supported on a 50 mm internal dia steel tube or mild steel angle iron post 75mmX 40 mm X6 mm firmly fixed to the ground by means of properly designed foundation with M15 cement concrete as per Drawing, Technical Specifications and instruction of Engineer. Single Post 60 cm Circular. (SS/SP 1501)	No.	120.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
51.0	Providing and fixing of retro-reflectized warning, mandatory and informatory sign as per Specification clause 1501 made of high intensity grade sheeting, fixed over aluminium sheeting, 1.5 mm thick supported on a 50 mm internal dia steel tube or mild steel angle iron post 75mmX 40 mm X6 mm firmly fixed to the ground by means of properly designed foundation with M15 cement concrete as per Drawing, Technical Specifications and instruction of Engineer. Single Post 80 cm x 60 cm Rectangular. (SS/SP 1501)	No.	89.00				
52.0	Supply and installation of outdoor road safety Convex Mirror, 60cm diameter, made of high-impact resisting polycarbonate with 130-degree+ viewing angle, featuring a durable orange ABS back for high visibility. The unit must include a heavy-duty, rust-proof, galvanized steel swivel mounting bracket and clamp for pole mounting, capable of adjusting the angle for maximum visibility at blind spots, intersections, and sharp turns. Includes fixing securely to the ground by means of properly designed foundation with M15 grade cement concrete as per Drawing, Technical Specification and instruction of Engineer.	No.	22.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
53.0	Supply and installation of reflective Cat Eye made from high quality injection-molded ABS plastic designed to withstand high impact and heavy loads up to 20 tons, 30-35 mm twin shanks design, Bi-directional (white/yellow/red options) bright reflective cat's eye, reflective area >= 35 sq.mm per side, surface mounted with adhesive/fixative, dimension approximately 100mm X 90mm X 18mm, weight approximately 100-130 grams. with weather resistant including necessary accessories all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1501)	No.	1,714.00				
54.0	Standard Kilometer marker post (placed at each One km distance) all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1506)	No.	12.00				
55.0	Standard Kilometer marker post (placed at Five km distance) all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1506)	No.	2.00				
56.0	Providing and Installation of M15 Precast RCC 150mm*150mm*1.5m long Delinators (road way indicators, hazard markers, object markers), 80-100cm high above ground, painted black and white in 20cm wide strips, buried or pressed into the ground and conforming to the drawings and Technical specification // DOR Publication. (SS/SP 1507)	No.	521.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
57.0	Providing and erecting Street Light mounted on a 9m above GL Hot Deep Galvanized pole with diameter of pole section 139.7mm diameter 4.5mm thick for bottom 5m, 114.3mm diameter 3.65mm thick for middle 2m and 88.9mm diameter 3.25mm thick for top 2m of standard specifications for street lighting, fitted with 100 watt white emitting diod (W-LED) with auto on/off including Cable, switch, junction box and necessary accessories fixed firmly in foundation of 0.45mx0.45mx1.5m M20 RCC with GI base plate, nut & bolts below GL all complete as per design, Drawing, Technical Specifications and instruction of Engineer. (NEA)	No.	90.00				
58.0	Providing and erecting Solar street light mounted on a 9m above GL Hot Deep Galvanized pole with diameter of pole section 139.7mm diameter 4.5mm thick for bottom 5m, 114.3mm diameter 3.65mm thick for middle 2m and 88.9mm diameter 3.25mm thick for top 2m of standard specifications for street lighting, overhang on one side, fitted with Solar PV Module (Solar panel) - 140 watt, Solar Lithium Ion battery - 75 Ah, 12 v, Solar Dusk to Down Controller, 20 A/12 V with driver Circuit, Solar Street light 12V DC, 40 watt with auto Diming system & motion sensor, SPV mounting frame Battery Box Battery Standwire- solar panel to charge controler to battry (12 AWG)wire- battery to light (14 AWG) and necessary accessories fixed firmly in foundation of 0.45mx0.45mx1.5m M20 RCC with GI base plate, nut & bolts below GL all complete as per design ,Drawing, Technical Specifications and instruction of engineer.	No.	8.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
59.0	Providing and erecting a "W" Metal Beam Crashbarrier comprising of 3mm thick corrugated sheet metal beam rail, 70cm above road/ground level, fixed on ISMC series channel vertical post, 150x75x5 mm spaced 2m center to center, 1.8m high, 1.1m below ground/road level metal beam rail to be fixed on the vertical post with a spacer of channel section 150x75x5mm, 330mm long complete as per Drawing, Technical Specifications and instruction of Engineer. (SS/SP 1500 A)	Rm	3,410.00				
60.0	Tubular Galvanized Pipe Railing on Preast RCC posts 1.2m High above ground Level: Providing, fencing and erecting 50mm diameter GI medium pipe in railing in 3 rows on precast M20 grade RCC vertical posts 1.8m high (1.2m above GL) with 3 holes 50mm dia for pipe , fixed 2 meter center to, including necessary fitting other accessories all complete as per Drawing, Specification and instruction of Engineers. (SS/SP 3105)	Rm	3,082.72				
61.0	Providing and laying of granular material for soling on prepared surface all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 910)	Cum	3,287.22				
62.0	Providing & Laying of hand pack Stone Soling with 150 mm to 200 mm thick stones and packing with smaller stones on prepared surface in perfect line & level all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 2400)	Cum	33.97				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
63.0	Providing and laying of M15 Cement Concrete in structure including necessary formworks all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 1804 & 2007)	Cum	1,594.74				
64.0	Providing and laying of M20 Cement Concrete in structure including necessary formworks all complete as per drawing and Technical Specification and instruction of Engineer. (SS/SP 2007)	Cum	501.67				
65.0	Providing and laying of M20 Precast Cement Concrete in structure including necessary formworks all complete as per drawing and Technical Specification and instruction of Engineer. (SS/SP 2007)	Cum	3,672.44				
66.0	Providing and laying of M25 Cement Concrete in structure all including necessary formworks complete as per Drawing, Technical Specifications and instruction of Engineer. (SS/SP 2007)	Cum	995.39				
67.0	Providing and laying of M30 Cement Concrete in pavement and structure including necessary formworks all complete as per Drawing, Technical Specifications and instruction of Engineer. (SS/SP 2007)	Cum	7,478.95				
68.0	Providing and laying of Plum Concrete (60% M15 concrete and 40% boulder / stones, using mechanical aid) in wall structure with necessary formwork including weep holes of 110mm diameter HDPE 6kg/cm ² pipe and geotextile complete as per Drawing and Technical Specifications and instruction of Engineer. (SS/SP 2416, 3109 & 1804)	Cum	23,080.58				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
69.0	Providing and laying of Plum Concrete (using mechanical aid 60% M15 and 40% Reusable boulder /stones during excavation or dismantle) in wall structure with necessary formwork including weep holes of 110mm diameter HDPE 6kg/cm ² pipe and geotextile complete as per Drawing, Technical Specification and instruction of Engineer. (By Reusing Existing Stone / Boulder during excavation or dismantle). (SS/SP 2416, 3109 & 1804)	Cum	120.00				
70.0	Providing and fixing of HYSD reinforcement of various diameter, works including straightening, cutting, bending and tying the bars with binding wire, (wastages & binding wires shall not be measured separately) provision for adequate numbers of spacers, chairs, providing and placing cement mortar (1:1) cover blocks to keep the bars in intended position all complete as per drawing, Technical Specification and as per instruction of Engineer. (SS/SP 2014)	Kg	595,848.55				
71.0	Providing and laying Random Rubble Stone Masonry work in cement mortar 1:4 in structure complete as per Drawing and Technical Specifications. (SS/SP 2600)	Cum	82.29				
72.0	Providing and laying of Dry Stone Masonry Work in all complete as per Drawing and Technical Specifications. (SS/SP 2600)	Cum	228.75				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
73.0	Providing and laying of Dressed Stone of minimum 350mm long, 300mm wide & 150mm thick in Cement Sand Mortar 1:4 for Paving Works in perfect line and level all complete as per Drawing and Technical Specifications.	Sqm	303.52				
74.0	Providing and laying of slate stone for roofing work including necessary accessories all complete as per Drawing and Technical Specifications. (DUDBC 10-1)	Sqm	372.71				
75.0	Supply, excavation, laying and jointing and backfilling and compaction for 110 mm HDPE 6kg/cm ² including fittings to cater the surface water from tick drain to the side drain including transportation with all lead and lift.all complete as per Drawing, Specification and instruction of the Engineer. (SS/SP 701)	Rm	251.50				
76.0	Provide & laying 60mm thick Heavy duty disable friendle Tactile concrete block in M7.5 cement sand mortar all complete as per Drawing, Specification and instruction of Engineers. (DUDBC '12-4 (kha)	Sqm	2,880.00				
77.0	Supply, installation, & fabrication 1.5" thick Eaves Board of Sal Wood with three side planing all complete as per drawing, specification and instruction of engineer.	Sqm	47.71				
78.0	Supply, fixing, fabricating Sal Wood Work for structures including including nails, hing, screw, painting etc and other necessary accessories all complete as per Drawing, Technical Specification and instruction of Engineer. (DUDBC 10-1)	Cum	48.69				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
79.0	Providing, Fabricating, Assembling and installing steel elements including one coat of red oxide primer and two coats of synthetic enamel painting including welding, nut bolts, screws, and other necessary accessories all complete as per drawing and Technical Specification. (SS/SP 620)	Kg	26,436.96				
80.0	Supply and installation of heavy duty dustbin LLDPE Plastic Dustbin (capacity 125 litre) with base (14"*14", Top Lid 20"*20", Height 36.5" and 6 Kg product weight with opening on both side of top lid installed of different colours used to collect dust dirt, or other waste including necessary accessories all complete as per Drawing, Specification and instruction of Engineer.	No.	39.00				
81.0	Providing and fixing ACP Cladding on wall 3mm thick ACP (0.25 mm Aluminium PVDF Core) on 25x38 Aluminium Tube Framing all complete as per Drawing, Technical Specification and instruction of Engineer.	Sqm	248.68				
82.0	Providing mechanically woven double twisted crates/mattress including rolling, cutting and with lacing wire and binding wire, including Assembling mechanically woven gabion boxes/ mattresses placing in position including stretching, forming compartments, tying the sides and diaphragms with binding wire in each mesh, tying with bracing wires and tie wires and tying down the lid and filling with stones all complete as per Drawing, Specification and instruction of Engineers. (Heavy zinc coated Hexagonal mesh type 100 mm x 120 mm, mesh wire 3 mm, selvage wire 3.9 mm, lacing wire 2.4 mm). (SS/SP 2401, 2402)	Cum	3,435.50				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
83.0	Providing and laying of a Geotextile as per Drawing, Specification and instruction of Engineers. (SS/SP 2414)	Sqm	46,392.40				
84.0	Providing and laying Two layers of plastic felt on roofing with bitumen as per drawing, specification and approval of engineer.	Sqm	348.92				
85.0	Providing and laying of filter media with granular material/stone crushed aggregates with smaller size towards the soil and bigger size towards the wall and provided over the entire surface behind abutment, wall and return wall to the full height compacted to a firm condition all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 909, 910)	Cum	33.68				
86.0	Providing and laying reinforced cement concrete NP3 Hume pipe (450mm diameter) flush jointed pipe for culverts including fixing with cement mortar 1:2 all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 701)	Rm	70.00				
87.0	Providing and laying reinforced cement concrete NP3 Hume pipe (900mm diameter) flush jointed pipe for culverts including fixing with cement mortar 1:2 all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 701)	Rm	300.00				
88.0	Providing and laying reinforced cement concrete NP3 hume pipe (600mm diameter) flush jointed pipe for culverts including fixing with cement mortar 1:2 all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 701)	Rm	110.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
89.0	Providing and laying reinforced cement concrete NP3 hume pipe (1200mm diameter) flush jointed pipe for culverts including fixing with cement mortar 1:2 all complete as per Drawing, Specification and instruction of Engineer. (SS/SP 701)	Rm	30.00				
90.0	Providing and laying weep holes in Brick dry/Plain/ Reinforced concrete abutment, Wing wall/ Wing wall with 110 mm dia HDPE pipe, extending through the full width of the structure with slope of 1V :20H towards as per Drawing, Technical Specifications and instruction of Engineer. (SS/SP 3109)	Rm	150.00				
91.0	Providing and installation of Drainage spout and Collection Pit including galvanized plate, drain pipe, M.S. flats all complete as per Drawing, Technical Specifications and instruction of Engineer. (SS/SP 3107)	No.	20.00				
92.0	Clearing grass/ top soil including cutting and filling of small undulation all complete as per Drawing, Specification and instruction of Engineers. (SS/SP 201)	Sqm	38,025.00				
93.0	Planting rooted grass slips on the slopes including preparation of slips on site. a max of 5 cm depth with metal rod or Operation includes digging planting hole to hard-wood peg, depending on the nature of the soil. The planting drills should be space all complete as per Drawing, Specification and instruction of Engineers. (SS/SP 2807)	Sqm	38,025.00				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				In Figure's	In Word's	In Figure's	In Word's
94.0	Supply, Preparation and planting of live cuttings of selected species (eg assuro, namdi phul, simali, amriso or suitable plants) of minimum 1 m length to 0.5 m into soft debris. Pegs spaced at 5 cm centres within rows, with 5-20 cm between rows, and interwoven with vegetation. (SS/SP 2807)	Rm	12,675.00				
95.0	Planting containerized tree and shrub seedlings (Dhago phul, Paiyu (Himalayan wild cherry), Rhododendron), including pitting, transplanting, composting and placing tree guards mild steel (1200x40x2mm, 1200x25x2x & mesh), in plain areas. Pit size 30 cm diameter x depth. Compost volume 1/4 of the volume of the pit, mixed with original soil all complete as per Specification & instruction of Engineer. (SS/SP 2807)	Nos.	350.00				
I	Total Including Provisional Sum						
II	Provisional Sum					16,929,685.00	
III	Total Excluding Provisional Sum (I-II)						
IV	VAT @13% of (III)						
	Grand Total (NRS) including VAT (I+IV)						

Section 5: Eligible Countries

NOTE

Eligible countries are limited to all ADB members listed at www.adb.org/about/members, and any restrictions arising from ITB 4.8.

Section 6: Employer’s Requirements

This section contains the Specifications; Environmental, Health, and Safety Management Requirements, which are to be satisfied by the Contractor in executing the Works; Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

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General Description

The proposed road project “Improvement of Panchase Access Road” in Pokhara Metropolitan City, Kaski District of Gandaki Province. Proposed road passes through hilly lands with almost slopes and passes through few settlements and agricultural lands.

Panchase Access Road commence from Ghatichhina to Panchase Bhanjyang. Panchase Bhanjyang is gateway to the Panchase. The project aims to upgrade the existing earthen/ poorly graveled road to all weather black topped road to improve mobility, eco-tourism access without disturbing the forest resources.

The point of commencement of this road is Ghati-chhina (Ward no 23) to Panchase Bhanjyang . It passes through few settlements viz Ghati-Chhina, Damdame, Kudbi Danda, Sidhane, Panchase Bhanjyang etc.

Panchase, located in the foothills of the Annapurna range, is renowned for its **biodiversity, panoramic Himalayan views, and cultural heritage**, making it an important eco-tourism destination. However, the existing access road from Ghatichinna towards Panchase remains narrow, partially poorly graveled and earthen, poor drainage management, and surface deterioration.

The length of the proposed stretches area commencing from Ghati-Chhina (0+000 - 6+420 & 9+100 - 14+471).

The road begins at 850 masl and rises to 1,950 masl, passing through mixed broadleaf forest and existing foot trails. The start point of the project is 28°14’18” N; 83°51’43” E and the end point is 28°13’23” N; 83°48’51” E. The project area falls entirely within forest land, including community forest zones. The corridor provides improved access for local communities while minimizing disturbance by following existing trails as much as possible.

Panchase area is known for its rich biodiversity, moist forest conditions, and ecological linkages with the Annapurna Conservation Landscape. Its climatic and altitudinal gradients create favorable habitats for varied plant and animal species.

Pokhara receives one of the highest amounts of rainfall in the country due to its proximity to the Annapurna mountain range and strong orographic effects. According to the Department of Hydrology and Meteorology (DHM), Government of Nepal, the average annual rainfall of Pokhara is about 3,800 mm based on long-term climatological data (1991–2020). The majority of precipitation, nearly 75–85%, occurs during the monsoon season from June to September, with July being the wettest month. Rainfall varies within the Pokhara valley, where stations like Lumle record even higher values exceeding 5,000 mm annually, making it one of the wettest places in Nepal. During rainy season the water percolates to ground water reservoirs, the aquifers unconfined, semi-confined or fully confined to recharge the ground water.

Panchase being proximity to Lumle, it also receives similar amount of rainfall with similar frequency.

Specifications

SPECIAL SPECIFICATION:

The Standard Specifications for Road and Bridge Works 2073” Issued under the authority of Government of Nepal, Ministry of Physical Infrastructure and Transport; Department of Roads, together with these Special Specifications shall be used to specify the construction works. The Special Specifications contained herein shall be read in conjunction with the standard Specifications and shall supplement, replace or supersede the Standard Specifications as appropriate. Where there is any ambiguity or discrepancy between the standard Specifications and the Special Specifications, the Special Specifications shall have preference and shall govern."

TECHNICAL SPECIFICATIONS FOR 100W WHITE-LED STREET LIGHTING SYSTEM

S.N	Components	Specification for Electric street light fitting
1.	Light Source	<p>White Light Emitting Diode(W-LED)</p> <p>100Watt,W-LED luminaire, dispersed beam, soothing to eyes with the use of proper optics and diffuser.</p> <p>LED Chip should be compliance to IES: LM-80 (Approved Method for Measuring Lumen Maintenance of LED Light Sources and LED lumen depreciation time to L70). Test report for same should be submitted.</p>
2.	Light Output	<p>The luminaire must use high efficacy W-LED with minimum 135 lumens per watt (and UV free). [AcertificatetobesubmittedbytheSystemsuppliertotheTestLabduringcertification]</p> <p>For single light level:</p> <p>Minimum 24 Lux when measured at a point 4 meters below the light. The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred.</p> <p>For Multiple Light levels:</p> <p>The luminaire should have two levels of light to take care of different lighting needs during the night. Minimum 24 Lux when measured at a point 4 meters below the light (at’’High’’illumination level). The illumination Should be uniform without dark bands or abrupt variations. Minimum 12 Lux at lower illumination level. (Higher light output will be preferred)</p> <p>The luminaire shall be tested for Electrical, Photometry and Color parameters as per IESLM-79:2008 or IS:16106:2012 for following performance parameters like:</p> <ol style="list-style-type: none"> 1) Total luminous flux: $\geq 1500\text{lm}$. 2) Luminous efficacy (i.e.system efficacy): $\geq 125\text{lm/W}$. 3) Color Temperature: Between 5500K to 6500K. 4) CRI ≥ 70 5) Luminous intensity distribution should follow the batwing patterns in polar curves. 6) Require validation report using .ies file, which is generated during luminous intensity distribution test and using maintenance factor 0.9 and pole height of 4m. ,Road width 5m and Pole span 15m. The average illuminance level and

		uniformity should comply with requirement as per IS1944, wherever applicable. 7) The luminaire should be tested for all type tests as per IS10322 Part5 Sect3 or IEC60598-2-3 standards.
3.	Mounting of light	Pole height 9 m above the ground level including RCC foundation anchored with nut bolt.
4	Electronics Efficiency	Over all total Efficiency of the Electronics should be Minimum 90%
5	Duty Cycle	Dusk to dawn: First 4 Hours full light (Min. 24 Lux), rest of the time at lower light (50%, Min. 12 Lux) level. (Higher light output will be preferred)
6	Autonomy	3 days or Minimum 36 operating hours per permissible discharge with fully charged Lithium-Ferro Phosphate Battery.
7	Ingress Protection-IP	Optical and Control gear compartment – IP 65/ IP 66
8	Impact resistance of casing	≥ IK08
9	Radiated Emission Test	As per CISPR-15
10	ESD (Electro Static Discharge) and Radiated susceptibility test	As per IEC 61547
11	Panel Board	It should be IP-65 outdoor type
12.	Power cable	All cable used should be NS marked copper and armored.
13	JB and MCB	The MCB should be type B curve and should be double pole and to be fixed in JB of pole with din rail.
14	HDP Conduit	The conduit must be 6 kg pressure.
15.	Earthing	Each pole must be earthed with necessary arrangement and with all required material.

TECHNICAL DETAILS:**LIGHT SOURCE:**

The 3 phase 100 A Electrical supply should be taken from nearest Electrical source.

LIGHT SOURCE

- i. The light source will be a white LED type.
- ii. The colour temperature of white LED used in the system should be in the range of 5500⁰K –6500⁰K.
- iii. W-LEDs should not emit ultraviolet tlight.
- iv. The light output from the white LED light source should be constant throughout the duty cycle.
- v. The lamps should be housed in an assembly suitable for outdoor use.

MECHANICAL COMPONENTS

- I. Pole should be Hot dip galvanized pipe as per IS: 1161 & IS: 4736 i.e. Class B.
- II. Pole height 9 m above the ground level including RCC foundation anchored with nut bolt. Luminaire shall be at least 4.5 m above the ground level.
- III. The pole should have the provision to hold the luminaire.
- IV Poles shall be designed to withstand the maximum wind speed as per IS 875.

INDICATORS

- The system should have three indicators, red, yellow and blue.

QUALITY AND WARRANTY

- i. The street lighting system (including the battery) will be warranted for a period of five years from the date of supply.
- ii. The Warranty Card to be supplied with the system must contain the details of the system.

OPERATION AND MAINTENANCE MANUAL

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Electrical Street Lighting System. The following minimum details must be provided in the Manual:

- The make, model number, country of origin and technical characteristics (including IESNALM-80 report) of W-LEDs used in the lighting system.
- Name and address of the contact person for repair and maintenance, in case of non-functionality of the electrical street lighting system.

Specification for Diversion Works

- 1) Temporary diversion road shall be provided by the Contractor as required for the smooth and safe movement of the traffic during construction of cross drainages (culverts and bridges). The Contractor shall prepare the drawing and shall submit his proposal along with the working methodology for the diversion works and get approval from the Engineer.
- 2) The earthwork excavation and construction of embankment shall be as per the Section 900 of Standard Specification for Road and Bridge works published by Department of Roads, Government of Nepal.
- 3) Providing, laying and compaction of 150 mm thick granular sub-base shall be as per the Section 1200 of the Standard Specification for Road and Bridge works published by Department of Roads, Government of Nepal.
- 4) Providing, laying and fixing in position of 900 mm dia NP3 RCC hume pipe shall be as per Section 700 of the Standard Specification for Road and Bridge works published by Department of Roads, Government of Nepal.
- 5) Providing, laying and fixing of gabion boxes shall be as per Section 2400 of the Standard Specification for Road and Bridge works published by Department of Roads, Government of Nepal.
- 6) The length of the diversion road shall be the minimum of 20.00 m long or as per site condition having the width of 4.00 m. The embankment height varies as per the site condition. The compacted thickness of the granular sub-base shall be 150 mm.
- 7) The Contractor shall provide required flagmen and required sign with traffic lane dividing cones for each diversion of road for the smooth operation of diversion road. All safety measures for the workers and road users shall be maintained by the Contractor as per Contract.
- 8) The Contractor shall maintain the temporary diversion road in the condition satisfactory to the Engineer so long as required.
- 9) On completion of the construction of the cross drainage works, the Contractor shall obtain the approval of the Engineer before dismantling the temporary diversion road. The materials arising after dismantle shall become the property of the Contractor and shall be removed from the site or disposed safely at the designated site as per Contract.

Measurement and Payment

Construction and maintenance of diversion road as specified in the Contract for the construction of diversion road shall be paid as per contract unit rates of respective items provided in the Bill of Quantities. The contract price and/or rates shall be the full and the final compensation to the Contractor as per Contract.

Compaction of Embankment and other areas of Fill/Backfill

Read the Table 9.2 of the Section 900 clause 910 of Standard Specifications for Road and Bridge 2073 as follows

Location	Depth below Formation Level (mm)	Minimum Compaction (% MDD Heavy Compaction)
Roadway Embankment	0-500	98
Roadway Cut	0-500	98
All other roadway fill and backfill not saperately specified		95

Specifications for the Replacement of Water pipelines, Electric poles, Telecommunication assets

Refer the respective Specification of Department of Water Supply and Sewerage Management, Nepal Electricity Authority and Nepal Telecommunication Corporation.

The Contractor shall purchase the Standard Specifications at his own cost.

Project Signage Requirements

1. The Contractor is responsible for the design, supply and installation of the project information signage. The signage shall provide relevant information to the public about the project, including the proper designation of the project, the Employer, the Contractor and the Bank.

2. For this purpose, one or several sign boards shall be installed at the Site as soon as practicable after the Commencement Date and shall remain in place at all times until taking-over of the Works. If sign board(s) is (are) damaged or becomes unreadable during this period, it shall be promptly replaced by the Contractor at the Contractor's cost.

3. The sign board design shall be submitted by the Contractor to the Engineer for Review. Unless otherwise required under the applicable Laws, the sign board design should comply with the following:

a) General

- The number and locations of sign board(s)

b) Content

- Country's flag/logo
- Project and Contract title
- Accepted Contract Amount
- Time for Completion
- Bank's name and logo (in accordance with Branding Tool Kit – Visual Identity guidelines of the Asian Development Bank and, as the case may be, the other financiers' requirements) • Employer's name
- Contractor's name
- Engineer's name
- Complaint handling contact information (email and/ or phone number)

c) Design

- The General layout including sample colors: to be proposed by the Contractor
- Dimensions: minimum of 2.5 Meters X 2.5 Meters
- Font size and type: they should be such as to ensure that the content shall be visible from a distance.
- Language of the signage: national and/or local language and English
- Material: the sign board(s) shall be made of a material that shall be weatherproof and appropriate to withstand the whole execution period until taking-over of the Works

4. No other signage is allowed except with the approval of the Engineer. The Contractor shall not post, nor display any sign or item that could provide misleading information about the project. No national symbols or flags other than those of the Country may be displayed without the express approval of the Engineer.

Environmental, Health, and Safety Management Requirement¹⁴

Environmental Safeguards

A. Initial Environmental Examination (IEE) / Environmental Management Plan (EMP)

- (i) The IEE has been carried out to assess the environmental impacts of proposed project and provide mitigation and monitoring measures to ensure that there are no significant impacts. An EMP has been developed to provide mitigation measures to reduce all negative impacts to acceptable levels. Locations and site-selection of the proposed infrastructures were considered to further reduce impacts. IEE Report, including corresponding EMP, is attached at **Appendix-1**.
- (ii) The attached IEE and EMP has been prepared based on detailed designs. The IEE and EMP needs to be updated to reflect any changes/modifications in project or site conditions during field verification surveys prior to start of construction or any changes during the implementation phase. No works in the modified section / site can commence until updated IEE is submitted and cleared. The updated EMP, if any, will apply to the contract.

B. Site-specific Environmental Management Plan (SEMP)

- (i) The Contractor shall prepare and submit to the Employer's Representative, for review and approval, a Site-specific Environmental Management Plan (SEMP) consistent with the Environmental Management Plan (EMP) in the latest / final IEE, and a site-specific Health and Safety Management Plan (SSHSM) submitted during the bidding process and updated as necessary. The SEMP shall include (i) proposed sites/locations for construction work camps, storage areas, hauling roads, laydown areas, disposal areas for solid and hazardous wastes; (ii) specific mitigation measures following the approved EMP; (iii) monitoring program as per SEMP; and (iv) budget for SEP implementation. SEMP shall be accompanied by all necessary plans as indicated in the EMP, including traffic management plan, debris/waste management plan, etc., No works are allowed to commence prior to approval of SEMP.
- (ii) No civil works shall commence until the Site-specific Environmental Management Plan (SEMP), including site specific Health & Safety Management Plan (SSHSM) is approved by the Employer.”
- (iii) A copy of the EMP and approved SEMP will be kept on site during the construction period at all times. The EMP forms part of the of contract agreement. Non-compliance with, or any deviation from, the conditions set out in this document constitutes a failure in compliance.
- (iv) For civil works, the contractor will be required to (i) carry out all of the mitigation and monitoring measures set forth in the approved SEMP; and (ii) implement any corrective or preventative actions set out in safeguards monitoring reports that the employer will prepare from time to time to monitor implementation of this IEE and SEMP. The contractor shall allocate budget for compliance with these SEMP measures, requirements and actions.
- (v) In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the Contractor shall comply with all applicable local laws and regulations

¹⁴ For projects classified as as Category C for environment for which no EMP has been prepared, there is no need to consider the Notes on this page.

concerning pollution and waste material disposal, including the SEMP and monitoring plan in the EMP, as well as the specific requirements stated in this section and elsewhere in the Specifications.”

- (vi) The Initial Environment Examination Report is part of the Contract. It is the responsibility of the contractor to review the requirements in the IEE Report, comply with the requirements of the EMP, and comply with all its provisions.
- (vii) Prior to commencement of the works, the contractor will submit a compliance report to Employer’s Representative that all identified pre-construction mitigation measures as detailed in the EMP are undertaken. Contractor should confirm that the resources for EMP compliance are mobilized.
- (viii) During construction, results from internal monitoring by the contractor will be reflected in their monthly EMP implementation reports submitted to the Employer’s Representative.
- (ix) Scope of Work and Services and required environmental surveys need to carry out.

C. Site specific Health and Safety Management Plan (SSHSMP)

- (i) With respect to Health and Safety, the Contractor shall:
 - a) Implement safe working and reporting procedures and utilize safety awareness procedures in every element during construction and operation and maintenance period
 - b) Give emphasis to site safety including:
 - Safe working procedures in all plant operation and maintenance activities
 - Cleanliness and care of the work sites
 - Accident and hazardous conditions reporting
 - Safe practice in the work sites
 - fire safety, detours and traffic control
- (ii) The Contractor shall produce a Health and Safety Management Plan that shall include but not be limited to the following subjects:
 - a) H and S Policy;
 - b) Person responsible for Health and Safety at Company level
 - c) Person responsible for Health and Safety at site
 - d) Register of chemicals with details of safe handling, storage, measures to be taken in case of uncontrolled release, spillage or splashing
 - e) Personal protective equipment
 - f) Confined Spaces
 - g) Manual Handling
 - h) Noise
 - i) Work at height
 - j) Working in / near water bodies, rivers, tanks etc.,
 - k) Night works
 - l) Slip and Trips
 - m) Occupational infections
 - n) Hazardous condition reporting
 - o) Emergency and out of hours contact details
 - p) Accident reporting
 - q) Safe practices in the work sites.
 - r) Incident and Emergency Management

Incident and Emergency Management. The Health and Safety Management Plan shall also include an Emergency Response Plan as required. This shall identify the potential incidents and emergencies, which could occur on the work sites and set out a procedure to be followed should these happen. It shall be the responsibility of the Contractor to ensure that employees / workers (including those of subcontractors) are made aware of these procedures and to display, in prominent positions, posters stating these procedures with emergency telephone contacts. The Contractor shall be responsible for ensuring that emergency procedures are agreed with the Emergency Services and that emergency drills are carried out in accordance with statutory requirements where these exist in accordance with good management practice.

The Contractor shall notify immediately the Engineer or, in his absence, the Employer, if any accident occurs whether on or off the work sites which results in any injury to any person whether directly concerned with the Site or a third party. Such notification may initially be verbal and shall be followed by a written report within 24 hours of the accident.

Safety Meetings. Hold informal weekly site safety inspections and safety discussions and shall hold meetings of a Joint Safety Committee to discuss safety issues and procedures to improve safety. Minutes of the meetings shall be prepared by the Contractor and shall be distributed, as appropriate, to attendees and the Engineer

HSMP update. Contractor should maintain and update the Health and Safety Management Plan consistent with the EMP as and when required and submit to the employer for approval.

D. Labour Welfare

Contractor must ensure that all workers (including those of subcontractors', if any) are paid and treated according to the labour legislations. Contractor shall ensure full compliance with labour legislations in force. Contractor should also ensure that subcontractors and suppliers, if any engaged by contractor for the purpose of project, also implement labor legislations requirements, through cascading of requirements to subcontractors—HR policy, labour management requirements. Contractor shall establish a worksite specific grievance redress mechanism, which will be overseen by the employer's / representative for resolution of any grievances timely and effectively.

E. Grievance Redress and Record Keeping

- (i) Contractor should maintain grievance registers at each site, maintain a record of grievances registered, redressed, outstanding complaints, minutes of GRM meetings held at the field level. Adhere to timelines for grievance resolution as proposed in the project GRM.

Social Safeguard Requirement

A. Inclusion of the Social Safeguard Document in the Bidding and Contract Documents

- (i) The updated resettlement and indigenous peoples plan (RIPP) based on detailed design must be included in the bid documents (attached in XX).
- (ii) All impact avoidance and mitigation measures included in the DDR must be considered in the contractor's budget and implementation plan. If any design or site changes occur during implementation, the DDR needs to be updated to reflect such changes based on reverification and/or census and socioeconomic surveys prior to start of construction on affected sites, stretches or alignments. No civil works will commence until updated social safeguards documents are submitted to and cleared by ADB. Sites will be handed over to the contractor by the PIU/PCO only after obtaining third-party certification from the land donors for the donated stretches. Any updates to the social safeguard's documents will be applicable to the contract. The Contractor, in coordination with PCO, PIU, and SDC social safeguards personnel, shall conduct reverifications at sites/sections ready for implementation. Compensation or restoration/repair of affected assets, if any, must be completed before construction begins.

B. Avoidance and Mitigating Measures

- (i) During construction, the Contractor shall maintain access to residences, cultural, religious, and other structures regardless of their purpose.
- (ii) To avoid or minimize potential negative impacts, the Contractor shall implement necessary arrangements such as: (a) providing planks, footbridges with handrails, and proper signage when required; (b) increasing the workforce for timely completion; (c) ensuring a phased construction schedule, focusing on one section or one side of the road at a time; (d) implementing traffic management measures.
- (iii) The Contractor shall repair all damages caused during construction to public, private, or community-owned structures, regardless of ownership or purpose of use.
- (i) Restoration of public/community utilities will be undertaken in coordination with the PIU and the concerned owners/user group.
- (ii) The Contractor shall phase construction activities to avoid impacts on irrigation water flow and agricultural activities.
- (iii) Construction schedules must be planned and shared with local cultivators to minimize disruptions.
- (iv) The project proponent and contractors shall make efforts to prevent crop loss.

4. Information Dissemination and Inclusion of Indigenous Peoples

- (i) The Contractor, with guidance from the PIU and SDC, shall conduct information dissemination campaigns across the project area.
- (ii) Indigenous peoples and local communities must be identified and included in the campaign.
- (iii) The exact number of indigenous peoples will be determined through a survey conducted by the Contractor prior to the start of civil works.
- (iv) The cost for this activity is already included in the contract documents.

5. Social Supervision and Coordination

- (i) The Contractor shall assign a dedicated social supervisor to coordinate with the PIU and SDC social safeguards expert.
- (ii) The specific tasks and responsibilities are outlined in the DDR.

6. Employment of Vulnerable or Affected Persons

- (i) The Contractor shall employ a specified number of vulnerable or affected persons as part of the unskilled construction workforce.
- (ii) Equal pay for equal work must be ensured for both men and women.

7. Grievance Redress Mechanism

- (i) The Contractor shall maintain a grievance register at the construction site and site offices.
- (ii) All grievances received from affected persons must be documented, including: complainant's name, date and time of complaint, nature of complaint, mode of complaint (written, telephonic, etc.).
- (iii) Complaints must be addressed within Five days of receipt.
- (iv) The Contractor shall strictly adhere to the procedures under the Nep: URLIP Grievance Redressal Mechanism.

8. Mitigation Measures to Reduce Construction Impacts

- (i) The Contractor shall implement the following measures to minimize impacts and disturbances:
 - Distribute notices to residents, businesses, and other stakeholders.
 - Implement traffic management in coordination with the police department.
 - Provide temporary access (e.g., planks, ramps) for affected residents, businesses, and religious sites.
 - Conduct excavation in small sections to reduce disruption time.
 - Notify residents in advance about construction schedules through public announcements.
 - Construct temporary diversion paths where necessary for affected businesses.
 - Schedule construction to avoid peak business hours, school timings, and other critical times.
 - Where feasible, conduct night work in commercial areas.
 - Minimize the construction period to the extent possible.
 - Install signage at appropriate locations and display GRM contact details.
 - Implement any other avoidance and/or mitigating measures to reduce inconvenience.

12. Information Dissemination and/or Disclosure of Relevant Safeguards Information

- The Contractor shall assist PCO and PIU in disclosing relevant safeguards information to all stakeholders, including affected persons.
- This includes details on eligibility, entitlements, compensation, cut-off dates, processes, timelines, and GRM procedures.

13. Reporting and Obligation for Construction Damages/Restoration

- (i) Proper documentation will be provided by the contractor through videographic and/or photographic evidence taken in the pre-implementation, during construction and post-construction stage, with the links to the videos and photos included. This documentation will be included in the SSMR.
- (ii) The Contractor shall report any damages or unanticipated losses caused during construction to the PIU.
- (iii) Such issues will be identified and monitored by PCO and PIU safeguards personnel.
- (iv) Any damage caused by the Contractor must be fully borne by them.
- (v) Unanticipated losses shall be mitigated or compensated as per Government of Nepal (GoN) policies and ADB SPS 2

Drawings

(Provided on website of Pokhara Metropolitan City Office: <https://pokharamun.gov.np/>)

Supplementary Information Regarding Works to Be Procured

NA

Key Personnel Requirements

Using Form PER – 1 and PER – 2 in Section 4 (Bidding Forms), the Bidder must demonstrate that it has personnel who meet the following requirements:

No.	Position	Required Nos	Relevant academic qualifications	Total Work Experience [years]	Experience in Similar Work [years]
1	Contractor’s Representative	1	M.Sc in Construction Management / Civil Engineering / Project Management or equivalent	15	8
2	Civil Engineer	2	Bachelor in Civil Engineering or equivalent	10	5
3	Material Engineer	1	Bachelor in Civil Engineering or equivalent	10	7
4	Lab Technician	2	Diploma in Civil Engineering or equivalent	7	3
5	Environment / Social Safeguard Officer	1	Bachelor Degree in relevant Subject	7	3

The Bidder must demonstrate that it has EHS personnel who meet the following requirements:

Key Personnel as determined by project’s Environmental, Health, and Safety Management Plan and other EHS assessment and management Documents

Item No.	Position/specialization	Required Nos	Relevant academic qualifications	Minimum years of work experience	Minimum time on-site (FTE)
1	Environmental, Health and Safety Officer	1	Minimum Bachelor Degree in Environmental studies, Engineering or equivalent field..	7 Years (3 yrs Specific)	Full time on-site

FTE = full-time employee.

Equipment Requirements

Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate that it has the key equipment listed below:

No.	Equipment Type	Characteristics	Minimum Number Required
1	Asphalt plant	Capacity: 80 – 100t/h.	One (1)
2	Asphalt paver	Paving Width- 2.5 to 4.5 meters. Paving Thickness- 10 mm to 300 mm	One (1)
3	Grader	Gradeability: 25% to 30%. Blade Length: 4.27 m to 5.5 (m)	One (1)
4	Water Tanker	Tank Volume: 5,000 liters	Two (2)
5	Vibratory Roller	Operational Weight (sans vibration): 10 ton Operational weight (with vibration) = 25 ton Compaction Width: 2,130 mm	Two (2)
6	Tipper	Tipper Body Capacity 12 cubic meters	Two (4)
7	Pneumatic Tyre Roller	10 to 35 Tonnes	One (1)
8	Loader	Gross Power: 133HP(99kw)@2200rpm Operating Weight: 10600-11040Kg Bucket Capacity: 1.7-3.0 m ³	One (1)

Contract Management Plan

The Contractor shall prepare the monthly progress report as per the format defined hereinafter, also referred to as the Contract Management Plan, in line with the requirements stipulated in Clause 35 and in Part B of the Particular Conditions [Environmental, Health, and Safety (EHS), Metrics for Progress Reports].

Section 7: General Conditions of Contract

The General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein should be a complete document expressing fairly the rights and obligations of both parties. The standard text of the GCC must be retained intact to facilitate its reading and interpretation by Bidders and its review by ADB. Any amendments and additions to the GCC, specific to the contract in hand, should be introduced in Section 8 (Particular Conditions of Contract).

The use of standard conditions of contract for all building and civil works throughout a country will ensure comprehensiveness of coverage, general acceptability of its provisions, savings in cost and time in bid preparation and review, and the development of a solid background of legal case histories.

The form of Conditions of Contract that follows has been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry toward simpler, more straightforward language.

The GCC in this bidding document provides for the usual arrangement where the Contractor constructs the Works in accordance with design provided by the Employer, and also for contracts that include, or wholly comprise, contractor-designed civil, mechanical or electrical works. Section 7 is generally based on the Conditions of Contract of the World Bank's *Standard Bidding Documents for Procurement of Works, Smaller Contracts, December 2012*.

The GCC can be used for lump sum contracts and, with the modifications recommended in the PCC, also for small unit price contracts. Design work by the contractor is also provided for in these Conditions.

For relatively simple contracts, the Short Form of Contract, First Edition, 1999 prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) is recommended to be used.

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A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1 [Appointment of Adjudicator] hereunder.
- (d) Bank means the financing institutions named in the Particular Conditions of Contract (PCC).
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC 51.1 [Compensation Events] hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 69.1 [Completion].
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.
- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
- (q) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, as specified in the PCC.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (u) In writing or written means handwritten, typewritten, printed, or electronically made, and resulting in a permanent record.
- (v) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (w) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the

Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

- (x) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (y) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (z) Party means the Employer or the Contractor, as the context requires. (aa) PCC means Particular Conditions of Contract.
- (bb) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (cc) The Project Manager is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (dd) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
- (ee) Schedules means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
- (ff) The Site is the area defined as such in the PCC.
- (gg) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (hh) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ii) The Start Date is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (jj) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (kk) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ll) A Variation is an instruction given by the Project Manager, which varies the Works.
- (mm) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.

2. Interpretation

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Contract Agreement,
 - (b) Letter of Acceptance,
 - (c) Letter of Bid,

- (d) Particular Conditions of Contract,
- (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
- (f) General Conditions of Contract,
- (g) Specifications,
- (h) Drawings,
- (i) Completed Activity Schedules or Bill of Quantities, and
- (j) any other document listed in the PCC as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the PCC.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
 - (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

4. Contract Agreement

- 4.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

5. Assignment

- 5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party
 - (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and
 - (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

6. Care and Supply of Documents

- 6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Project Manager six copies of each of the Contractor's Documents.
- 6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
- 6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

7. Confidential Details

- 7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.
- 7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
- 7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the under this Clause.

8. Compliance with Laws

- 8.1 The Contractor shall, in performing the Contract, comply with applicable Laws.
- 8.2 Unless otherwise stated in the Particular Conditions,
- (a) the Employer shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract;
 - (b) the Contractor shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Employer under Subclause 8.2(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to Subclause 8.1 hereof.

9. Joint and Several Liability

- 9.1 If the Contractor is a Joint Venture of two or more firms, all such firms shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such firms to act as the lead firm with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Employer.

10. Project Manager's Decisions

- 10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

11. Delegation

- 11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the

Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

12. Communications

- 12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

13. Subcontracting

- 13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

14. Other Contractors

- 14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

15. Personnel and Equipment

- 15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.
- 15.3 Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.

16. Employer's and Contractor's Risks

- 16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

17. Employer's Risks

- 17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,

- (b) an event occurring before the Completion Date, which was not itself an Employer's risk

18. Contractor's Risks

- 18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment), which are not Employer's risks, are Contractor's risks.

19. Insurance

- 19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events, which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 19.5 Both parties shall comply with any conditions of the insurance policies.

20. Site Investigation Reports

- 20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Contractor.

21. Contractor to Construct the Works

- 21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

22. The Works to Be Completed by the Intended Completion Date

- 22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

23. Designs by Contractor and Approval by the Project Manager

- 23.1 The Contractor shall carry out design to the extent specified in the PCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all

designs commented on, taking these comments into account as necessary.

- 23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 23.3 The Contractor shall be responsible for design of Temporary Works.
- 23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

24. Safety

- 24.1 The Contractor shall be responsible for the safety of all activities on the Site.

25. Discoveries

- 25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

26. Possession of the Site

- 26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

27. Access to the Site

- 27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

28. Instructions, Inspections, and Audits

- 28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 28.3 The Contractor shall permit ADB or its representative to inspect the Contractor's site, assets, accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the bid submission and the execution of the Contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.
- 28.4 ADB's right to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract stated in Sub-Clause 28.3 and 74.2(e) shall survive termination and/ or expiration of this Contract.

29. Appointment of the Adjudicator

- 29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

30. Procedure for Disputes

- 30.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 30.3 The Adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

B. Staff and Labor

31. Forced Labor

- 31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements.

32. Child Labor

- 32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

33. Workers' Organizations

- 33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.

34. Nondiscrimination and Equal Opportunity

- 34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for nondiscrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Subclause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

C. Time Control

35. Program

- 35.1 Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 35.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 35.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

36. Extension of the Intended Completion Date

- 36.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 36.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

37. Acceleration

- 37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

38. Delays Ordered by the Project Manager

38.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

39. Management Meetings

39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

40. Early Warning

40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

D. Quality Control

41. Identifying Defects

41.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

42. Tests

42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

43. Correction of Defects

43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

44. Uncorrected Defects

44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project

Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

E. Cost Control

45. Contract Price

- 45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

46. Changes in the Contract Price

- 46.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

47. Variations

- 47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 47.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within Five (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 47.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

48. Cash Flow Forecasts

48.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

49. Payment Certificates

49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

49.3 The value of work executed shall be determined by the Project Manager.

49.4 The value of work executed shall comprise,

(a) in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

49.5 The value of work executed shall include the valuation of Variations and Compensation Events.

49.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

50. Payments

50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

50.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

51. Compensation Events

51.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work,

which is then found to have no Defects.

- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer’s Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

51.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

51.4 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager.

52. Tax

52.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 54.1 [Price Adjustment].

53. Currencies

53.1 Where payments are made in currencies other than the currency of the Employer’s country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid.

54. Price Adjustment

54.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”

A_c and B_c are coefficients¹⁵ specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is a consolidated index prevailing at the end of the month being invoiced and I_{oc} is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

- 54.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

55. Retention

- 55.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works.
- 55.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 69.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” bank guarantee.

56. Liquidated Damages

- 56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 50.1 [Payments].

57. Bonus

- 57.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

58. Advance Payment

- 58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 58.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment

¹⁵ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulas for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.10 ~ 0.20) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

has been used in this way by supplying copies of invoices or other documents to the Project Manager.

- 58.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

59. Securities

- 59.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

60. Dayworks

- 60.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 60.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within 2 days of the work being done.
- 60.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

61. Cost of Repairs

- 61.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

F. Force Majeure

62. Definition of Force Majeure

- 62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance,
- (a) which is beyond a Party's control;
 - (b) which such Party could not reasonably have provided against before entering into the Contract;
 - (c) which, having arisen, such Party could not reasonably have avoided or overcome; and
 - (d) which is not substantially attributable to the other Party.
- 62.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
 - (c) riot, commotion, disorder, strike, or lockout by persons other than the Contractor's Personnel;
 - (d) munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation, or radioactivity; and
 - (e) natural catastrophes such as earthquake, hurricane, typhoon, or volcanic activity.

63. Notice of Force Majeure

- 63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 63.2 The Party shall, having given notice, be excused from performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

64. Duty to Minimize Delay

- 64.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 64.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

65. Consequences of Force Majeure

- 65.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Subclause 30.1 [Procedure for Disputes] to
- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Subclause 36 [Extension of the Intended Completion Date]; and
 - (b) if the event or circumstance is of the kind described in sub-paragraphs (a) to (d) of GCC Subclause 62.2 [Definition of Force Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Subclause 19 [Insurance].
- 65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Subclause 10 [Project Manager's Decisions] to agree or determine these matters.

66. Force Majeure Affecting Subcontractor

- 66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.

67. Optional Termination, Payment, and Release

- 67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Subclause 73.5 [Termination].
- 67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

68. Release from Performance

68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance,

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Subclause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Subclause 67.

G. Finishing the Contract

69. Completion

69.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

70. Taking Over

70.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.

71. Final Account

71.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

72. Operating and Maintenance Manuals

72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them

by the dates stated in the PCC.

- 72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC 72.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.

73. Termination

- 73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Subclause 22.1 [The Works to Be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
 - (g) the Contractor does not maintain a Security, which is required;
 - (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; and
 - (i) if the Contractor, in the judgment of the Employer has engaged in integrity violations in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].
- 73.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 73.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 73.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 73.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

74. Fraud and Corruption

- 74.1 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 73 [Termination] shall apply as if such termination had been made under Sub-Clause 73.2 (i).
- 74.2 ADB requires Borrowers (including beneficiaries of ADB-financed activities) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers

(including their respective officers, directors, employees, and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and
 - (vi) "integrity violation" means any act, as defined under ADB's Investigation and Enforcement Framework (as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: failure to disclose and manage conflict of interest,¹⁶ obstructive practice, violation of debarment, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers, or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
- (d) will impose enforcement and disclosure actions on a firm or an individual at any time, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹⁷ in activities financed, administered, or supported by ADB or to benefit from a contract financed, administered, or supported by ADB or otherwise, if it, at any time, determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in the Bidding Document and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, contractors, consultants, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees, and personnel, to permit ADB or its representative to inspect the site and their assets, accounts, and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

74.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees, and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined

¹⁶ "Conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

¹⁷ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

on a case-by-case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework (as amended from time to time).

- 74.4 All Bidders, consultants, contractors, and suppliers shall require their officers, directors, employees, personnel, and agents to ensure that, in its contracts with its subconsultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors, and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.
- 74.5 The Contractor undertakes that no fees, gratuities, rebates, gifts, commissions, or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.¹⁸

75. Payment upon Termination

- 75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

76. Property

- 76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

77. Release from Performance

- 77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.

78. Suspension of ADB Loan or Credit

- 78.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,
- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
 - (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC 50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.

79. Eligibility

- 79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the

¹⁸ The undertaking also applies during the period of performance of the contract.

laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.

- 79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.
- 79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

Section 8: Particular Conditions of Contract

This Particular Conditions of Contract (PCC) complements Section 7 (General Conditions of Contract), specifying data and contractual requirements linked to the special circumstances of the country, Employer, Project Manager, sector, overall project, and the Works. The PCC complements the GCC in the same way the Bid Data Sheet complements the Instructions to Bidders.

The PCC has more detailed terms and conditions, which the Employer will apply in administering the specific contract. These provisions do not constitute a complete standard set of provisions. Employers should prepare country- or project-specific provisions for the PCC, and these should be developed into standard provisions.

Whoever drafts the PCC should be thoroughly familiar with the provisions of the GCC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones. Note that clause numbers in the PCC correspond to those in the GCC, but the PCC provisions take precedence over those in the GCC.

Particular Conditions of Contract

Except where otherwise indicated, all PCC forms should be filled out by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General

GCC 1.1(d)	The financing institution is Asian Development Bank.
GCC 1.1(r)	The Employer is Pokhara Metropolitan City, Pokhara Metropolitan City Office, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit (PIU), Simalchaur, Kaski, Gandaki Province.
GCC 1.1(w)	The Intended Completion Date for the whole of the Works shall be Twenty-Four (24) Months from the start date.
GCC 1.1(cc)	The Project Manager is Team Leader, B.N. Consultancy Pvt. Ltd. (Nepal) Joint Venture Building Design Authority (P) Ltd. (Nepal) and Udaya Consultancy Pvt. Ltd. (Nepal) (B.N-BDA-UDAYA JV), Kathmandu.
GCC 1.1(ff)	The Site is located at Ward No 23 of Pokhara Metropolitan City, Kaski District of Gandaki Province
GCC 1.1(ii)	The Start Date shall be Fourteen (14) days from the date of signing of Contract Agreement.
GCC 1.1(mm)	The Works consist of Pavement Works, Drainage Works, Retaining Structures And Other Civil Works.
New GCC 1.1 (nn)	<p>“Local” means pertaining to, or originating within, the territory of Employer’s Country.</p> <p>“Local Labor” means laborers, workers, or employees (whether unskilled, semi-skilled, or skilled) who are legally entitled to work under the laws of the Employer’s Country and are ordinarily residents therein.</p> <p>“Local Participation” means the engagement of Local Labor and the implementation of other measures for local job creation and skills development in the performance of the Works, as specified in the Contract</p>

GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(j)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> i. Resettlement and Indigenous Peoples Plan (RIPP) ii. Initial Environmental Examination (IEE) including Environmental Management Plan (EMP) iii. Environment, Health and Safety Management Plan (EHSMP) iv. Others as per standard guidelines
GCC 3.1	<p>The language of the contract is English.</p> <p>The law that applies to the Contract is the law of Nepal.</p>
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: Not Applicable
GCC 19.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> a. for loss or damage to the Works, Plant and Materials: 115% of the contract price. b. for loss or damage to Equipment: Each item of equipment shall be insured before mobilizing to the site for a sum equal to 100% of the replacement value of the respective item of Equipment. The insurance shall be in the name of the legal owner; <ul style="list-style-type: none"> Deductible: Maximum deductible 1% of sum insured. c. for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract NPR 1,500,000 for each event with unlimited number of occurrences or as per standard of Insurance Board. <ul style="list-style-type: none"> Deductible: Maximum deductible 1% of sum insured. (d) for personal injury or death: <ul style="list-style-type: none"> of the Contractor’s employees: As per the labor Act of Nepal (i) of other people: NPR 1,000,000 for 30 persons at a time with unlimited number of

	occurrences.
GCC 20.1	Site Investigation Reports are: Not Applicable
New GCC 21.2	“The Contractor shall prepare the sign board design in accordance with the Works’ Requirements. The sign board design shall be submitted to the Project Manager for Review. No physical Works shall commence on Site until the Project Manager has given (or is deemed to have given) a Notice of No-objection to the sign board design and until the sign board(s) have been properly installed in the agreed-upon location(s) at the Site.”
GCC 23.1	The Contractor shall not carry out design, but shall be responsible for conducting joint survey and inspection, and providing any necessary corrections to the design and drawings to the Employer by employing his own Engineer
GCC 26.1	The Site Possession Date(s) shall be: 14 days from the date of signing of Contract Documents.
GCC 29.1	Appointing Authority for the Adjudicator: Nepal Council of Arbitration (NEPCA)
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of: As per approved rates of NEPCA for Arbitration/Adjudication. The Reimbursable expenses are: As per Approved rates of NEPCA .
GCC 30.4	Institution whose arbitration procedures shall be used: (a) Contracts with foreign contractors: International arbitration shall be conducted in accordance with the rules of the Singapore International Arbitration Centre (SIAC). Arbitration shall be administered by SIAC. The place of arbitration shall be: Singapore. (b) Contracts with domestic contractors: Arbitration shall be conducted in accordance with the laws of the Employer's country.

	<p>Arbitration shall be conducted in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>Arbitration shall be administered by Nepal Council of Arbitration (NEPCA).</p> <p>The place of arbitration shall be: Kathmandu, Nepal.</p>
GCC 34.1	<p>The following is added after the last paragraph:</p> <p>The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, Indigenous Peoples, and/or ethnic minorities, migrant workers, and children (of working age in accordance with Sub-Clause 32.1 [<i>Child Labor</i>]).</p>
GCC 34.2	<p>The following sentence shall apply:</p> <p>Respectful Work Environment</p> <p>The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.</p> <p>The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Project Manager at their first written request.</p>

B. Time Control

GCC 35.1	<p>The Contractor shall submit for approval a Program for the Works within Twenty-Eight (28) days from the date of the Letter of Acceptance.</p>
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GCC 35.3	The period between Program updates is Ninety (90) days. The amount to be withheld for late submission of an updated Program is NRs. 100,000.00
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C. Quality Control

GCC 43.1	The Defects Liability Period is: 365 days .
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D. Cost Control

New GCC 50.5	The following is added at the end of Sub-Clause 50.4: NA
GCC 53.1	The currency of the Employer's country is: Nepalese Rupees (NRs)
GCC 54.1	The Contract is to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients " does " apply. The coefficients and indexes for adjustment of prices in local and foreign currencies shall be as specified in the Table(s) of Adjustment Data submitted together with the Letter of Bid.
GCC 55.1	The proportion of payments retained is: 5%
GCC 56.1	The liquidated damages for the whole of the Works are 0.05% of the final contract price per day. The maximum amount of liquidated damages for the whole of the Works is Ten percent (10%) of the final Contract Price.
GCC 57.1	[[Not applicable]]
GCC 58.1	The Advance Payments shall be 10% of the Contract Price (excluding VAT and Provisional Sum and Contingencies) and shall be paid to the Contractor in two installments. The first installment of 5% shall be paid to the contractor within 28 days upon submission of acceptable Bank Guarantee for Advance Payment. The second installment of 5% shall be paid after the mobilization of contractor to the site and submits acceptable Bank Guarantee for Advance Payment, the insurance policies and Work Program as required by the Contract and upon the recommendation of Project Manager.
GCC 58.3	Repayment of the Advance Payments shall be: 10% from each payment certificate from each payment certificate
GCC 59.1	The Performance Security amount is amount is Five (5) percent of the Contract Price. The format of the performance security shall be in the form of a bank guarantee in accordance with the standard bidding document and shall be issued by a reputable bank or financial institution selected by the Contractor. If the institution issuing the security is located outside the Employer's country, it shall have a correspondent institution located in the country of the Employer to make it enforceable When additional performance security is required due to a seriously unbalanced or front-loaded or abnormally low bid in accordance with ITB 36 and 37, the Employer should specify the

	percentage of the performance security and the terms for its release.
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E. Finishing the Contract

GCC 72.1	The date by which operating and maintenance manuals are required is Not Applicable The date by which “as built” drawings are required is within 28 days after the Project Manager issues the certificate of Completion of Works.
GCC 72.2	The amount to be withheld for failing to produce “as built” drawings by the date required in GCC 72.1 is NPR 25,00,000.00 . This amount will be retained from the final payment certificate and shall be released after the submission of “as built” drawings.
GCC 73.2(h)	The maximum number of days is: 200 days
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 25 % .

Part A – Environmental, Health, and Safety (EHS)

Metrics for Progress Reports

Metrics for regular reporting:

a. Incidents for Nonconformance

- (i) Environmental incidents or nonconformance with contract requirements as defined in EMP, including contamination, pollution, or damage to ground or water supplies, air, and soil;
- (ii) Health and safety incidents, accidents, injuries that require treatment, and all fatalities;
- (iii) Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none).

b. Status of All Permits and Agreements

- (i) Work permits: number required, number received, and actions taken for those not received;
- (ii) Status of permits and consents:
 - (a) List areas and facilities with permits required (quarries, asphalt, and batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), and status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, and others).
 - (b) List areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, and dates submitted to resident engineer (or equivalent).
 - (c) Identify and highlight major activities and environmental and health and safety mitigation measures undertaken in each area in the reporting period (such as land clearing, provisioning of temporary access, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation).
 - (d) For quarries: indicate status of relocation and compensation (completed, or details of activities and current status in the reporting period).
 - (e) List parts of the Site for which Notice to commence work and confirmation by the Employer as per Sub-Clause 2.1 [*Right of Access to the Site*] was received by the Contractor and the other parts of the Site for which such Notice is pending.

c. Compliance¹⁹

- (i) Compliance status for conditions of all relevant consents and permits for the Work, including quarries, and others: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (ii) Compliance status of SSHSMP (as per Sub-Clause 4.8 [*Health and Safety Obligations*] and SSEMP as per Sub-Clause 4.18 [*Protection of the Environment*]): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance; and
- (iii) Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, and others. Cross-reference other sections as needed.

d. Supervision

- (i) Environmental and Social Supervision
 - (a) Environmental specialist: number of days worked, areas inspected, number of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, and

¹⁹ For projects categorized as Category C for environment for which no EMP has been prepared, item (ii) should be deleted.

- others), highlights of activities and findings (including violations of environmental requirements/best practices, actions taken), and reports to environmental specialist, construction, and site management;
- (b) Social Specialist and Community liaison person(s): number of days worked (hours community center is open), number of people met, highlights of activities (issues raised, and others), and reports to specialist, construction, and site management.
- (ii) Health and Safety Supervision
- (a) Health and Safety specialist: number of days worked, number of full and partial inspections, and reports to construction and project management;
- (b) Number of workers, work hours, metric of personal protection equipment (PPE) use (percentage of workers with full PPE, partial, and others), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, and follow-up actions taken (if any);
- (c) Number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, work site, clinic, HIV/AIDS center, community centers, and others), highlights of activities (including violations of environmental, health and safety and social requirements observed, actions taken), and reports to health and safety specialist, construction, and site management.
- e. Worker Accommodations**
- (i) Number of expats housed in accommodations and number of locals;
- (ii) Date of last inspection and highlights of inspection including status of accommodations' compliance with national and local laws and good practice, including sanitation, space, and others; and
- (iii) Actions taken to recommend or require improved conditions, or to improve conditions.
- f. Training**
- (i) Number of new workers, number receiving induction training, and dates of induction training;
- (ii) Number and dates of toolbox talks, number of workers receiving training related to Environmental, Health, and Safety (EHS);
- (iii) Number and dates of communicable diseases (including sexually transmitted diseases [STDs]) sensitization and/or training, number of workers receiving training (in the reporting period and in the past), and same questions for gender sensitization and flag person training; and
- (iv) Number and date of EHS-related prevention sensitization and/or training events, including number of workers receiving training on EHS Code of Conduct for Contractor's Personnel (in the reporting period and in the past), and others.
- g. Grievances**
- List of EHS-related grievances: grievances from affected communities and Worker grievances as recorded in the Contractor's grievance redress mechanism; traffic, road safety, and vehicles and equipment (health and safety or safeguard or environmental specialist needs to provide these requirements):
- (i) Traffic and road safety incidents and accidents involving project vehicles and equipment: provide date, location, damage, cause, follow-up;
- (ii) Traffic and road safety incidents and accidents involving nonproject vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, and follow-up; and
- h. Overall condition of vehicles or equipment (subjective judgment by environmental specialist and social specialist); nonroutine repairs and maintenance needed to improve safety and/or environmental and social performance (to control smoke, and others). Mitigations and Issues (what has been done):**
- (i) Environmental Mitigations
- (a) Dust: number of working bowsers, number of watering per day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); percentage of rock and spoil lorries with covers, and actions taken for uncovered

- vehicles;
- (b) Erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, and emergency repairs needed to control erosion or sedimentation;
 - (c) Quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental protection—land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, and decommissioning implementation;
 - (d) Blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, and others), and incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (e) Spill clean-ups, if any: material spilled, location, amount, actions taken, and disposal (report all spills that result in water or soil contamination);
 - (f) Waste management: types and quantities generated and managed, including amount taken off-site (and by whom) or reused, recycled, or disposed on-site;
 - (g) Details of tree plantings and other mitigations required undertaken in the reporting period;
 - (h) Details of water and swamp protection mitigations required undertaken in the reporting period;
 - (i) The Contractor shall identify and report on any special or temporary right of way and any additional facility that have temporary and/or permanent impacts on affected persons' assets, access to assets, and/or livelihoods (income sources). It shall put in place corresponding mitigation measures, and implement them;
 - (j) Restoration of the environment due to damage caused by the construction activities
- (ii) Health and Safety Mitigations
- (a) Occupational Health and Safety (OHS): Implement OHS Plan; provide and enforce PPE use; conduct safety inspections and toolbox talks.
 - (b) compliance status of labor management plan and prevention, mitigation, and response measures: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance.
 - (c) Establish systems to monitor their own employment practices and the practices of any appointed sub-contractors.
 - (d) Workforce Management: Ensure all workers have valid contracts, are registered, and receive induction on EHS code of conduct and grievance mechanism.
 - (e) Worker Accommodation and Welfare: Maintain compliant, gender-segregated, and hygienic accommodation with clean water, sanitation, and waste systems.
 - (f) Grievance Mechanism: Maintain and publicize Contractor's personnel grievance mechanism and grievance mechanism for the project; ensure anonymity and timely resolution of worker grievances.
 - (g) Training and Capacity Building: Conduct training on OHS, labour rights, and respectful workplace behaviour.
 - (h) Contractor and Subcontractor Compliance: monitor contractors for compliance with labor, OHS, and welfare standards.
 - (i) Child and Forced Labor Prevention: Screen workforce; monitor supply chain; remediate any violations immediately.
 - (j) Details of hazard prevention and control mitigations required undertaken in the reporting period.

Section 9: Contract Forms

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

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Notice of Intention for Award of Contract²⁰

[on letterhead paper of the Employer]

[date of notification]

To: [name of the Bidder]
 Attention: [insert name of the Bidder's authorized representative]
 Address: [insert address of the Bidder's authorized representative]
 Telephone and/or Fax numbers: [insert telephone and/or fax numbers of the Bidder's authorized representative]
 Email Address: [insert email address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 44.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 48.1.

The summary of the evaluation is as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

Name of Bidder	
Address	
Accepted Contract Amount	
Duration of Contract	
Scope of the Contract Awarded	
Amount Performance Security Required	

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

NOTE

The Employer should send this notification simultaneously to each Bidder that submitted a bid. Notice of Intention for Award of Contract shall only be included if standstill provision is applicable in accordance with ITB 44.1.

²⁰ This form shall be used only if standstill period is applicable as per BDS 44

Invitation to Finalization of the Draft Contract Before Notification of Award

[on letterhead paper of the Employer]

[date]

To: [Name and address of the bidder]
Subject:
Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] is hereby found as the Most Advantageous Bid by our Agency.

You are hereby invited to discussions to finalize the draft contract, through [...enter means of discussions, such as in-person meetings, venue, or electronic correspondence....]. The discussions on the finalization of the draft contract will include the topics given in the Attachment to this Invitation.

Authorized Signature:
Name and Title of Signatory:
Name of Agency:

Attachment: Topics to be discussed during finalization of the draft contract.

Letter of Acceptance

[on letterhead paper of the Employer]

[date]

To: [name and address of the contractor]

Subject: Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount in the equivalent of [amount in words and figures and name of currency] as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

We accept that [insert the name of adjudicator proposed by the bidder] be appointed as the Adjudicator.

[or]

We do not accept that [insert the name of the adjudicator proposed by the bidder] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the appointing authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with GCC 29.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Draft Contract

Beneficial Ownership Disclosure Form

NOTE

NOTE TO BIDDERS:

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.*

Contract No. *[please specify]*

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"*

Name of the Bidder: **[insert complete name of the Bidder]*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ******[insert complete name of person duly authorized to sign the Bid]_____

Title of the person signing the Bid: [insert complete title of the person signing the Bid]_____

Signature of the person named above: [insert signature of person whose name and capacity are shown above]_____

Date signed [insert date of signing] **day of** [insert month], [insert year]_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Contract Agreement

THIS AGREEMENT made the *[date]* day of *[month]*, *[year]*, 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 therein,

The Employer and the Contractor agree as follows:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Contract Agreement shall be interpreted in the following order of priority and shall prevail over all other Contract documents.
 - (a) Letter of Acceptance,
 - (b) Letter of Technical Bid,
 - (c) Letter of Price Bid,
 - (d) Addenda Nos. *[insert addenda number if any]*²¹
 - (e) Particular Conditions of Contract, including attachments
 - (f) List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (g) General Conditions of Contract,
 - (h) Specifications,
 - (i) Drawings,
 - (j) Completed Activity Schedules or Bill of Quantities, and
 - (k) Environmental, Health, and Safety Code of Conduct for Contractor’s Personnel;
 - (l) Environmental, Health, and Safety Management Plan (ESMP) and other EHS assessment and management documents *[list the documents here, if applicable]*;
 - (m) any other documents shall be added here.²²
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 Contract Agreement to be executed in accordance with the laws of *[name of the borrowing country]* on the day, month, and year indicated above.

Signed by
for and on behalf of the Employer

in the presence of

Witness, Name, Signature, Address, Date

Signed by
for and on behalf the Contractor

in the presence of

Witness, Name, Signature, Address, Date

²¹ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

²² Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).

Performance Security

[Bank's name and address of issuing branch or office]²³

Beneficiary: *[Name and address of the Employer]*

Date:

Performance Guarantee No.:

We have been informed that *[name of the contractor]* (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the execution of *[name of contract and brief description of works]* (hereinafter called “the Contract”).

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

At the request of the Contractor, we *[name of the bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in words]²⁴ [amount in figures]* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the *[date]* day of *[month]*, *[year]*,²⁵ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.²⁶

.....
[Signature(s) and seal of bank (where appropriate)]

Note to Bidder

If the bank issuing performance security is located outside the Employer’s country, it shall be counter-guaranteed or encashable by a bank in the Employer’s country.

²³ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

²⁴ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the employer. If the bank issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer.

²⁵ Insert the date 28 days after the expected defect liability period. The Employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

²⁶ Or the employer may use “Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded” as appropriate.

Advance Payment Security

[Bank's name and address of issuing branch or office]²⁷

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

Date:

Advance Payment Guarantee No.:

We have been informed that *[name of the contractor]* (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the execution of *[name of contract and brief description of works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in words]²⁸ [amount in figures]* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of the bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in words]²⁹ [amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

- (a) used the advance payment for purposes other than the costs of mobilization and cash flow support in respect of the Works; or
- (b) has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the Contract, specifying the amount payable by the Contractor.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the *[date]* day of *[month]*, *[year]*,³⁰ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.³¹

Signature(s) and seal of bank (where appropriate)

Note to Bidder

If the bank issuing advance payment security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

²⁷ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
²⁸ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in any freely convertible currency acceptable to the employer.
²⁹ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in any freely convertible currency acceptable to the employer.
³⁰ Insert the expected expiration date of the time for completion. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”
³¹ Or the employer may use “Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded” as appropriate.

Environmental, Health, and Safety Code of Conduct

Environmental, Health, and Safety Code of Conduct for Contractor's Personnel Form

ENVIRONMENTAL, HEALTH, AND SAFETY CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental, health, and safety (EHS) risks related to the Works.

This EHS Code of Conduct is part of our measures to deal with environmental, health, and safety risks related to the Works as contained in the Environmental, Health, and Safety Management Plan (EHSMP) and other relevant project documents. It applies to all our staff, laborers, and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this EHS Code of Conduct.

This EHS Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out its duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety, and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment, including by:
 - (a) ensuring that workplaces, machinery, equipment, and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical, and biological substances and agents; and (d) following applicable emergency operating procedures;
4. report work situations that it believes are not safe or healthy and remove itself from a work situation that it reasonably believes presents an imminent and serious danger to its life or health;
5. treat other people with respect and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children;
6. report violations of this EHS Code of Conduct; and
7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that it believes may represent a violation of this EHS Code of Conduct, or that otherwise concerns it, it should raise the issue promptly. This can be done by calling [*insert number*] to reach the Contractor's hotline

(if any) and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE ENVIRONMENTAL, HEALTH, AND SAFETY CODE OF CONDUCT

Any violation of this EHS Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination of the employment and/or engagement contract and possible referral to legal authorities.

FOR CONTRACTOR’S PERSONNEL:

I have received a copy of this EHS Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this EHS Code of Conduct, I can contact [enter name of Contractor’s contact person(s) with relevant experience] requesting an explanation.

Name of Contractor’s Personnel: [insert name]

Signature: Date: [day month year]:

Countersignature of authorized representative of the Contractor:

Signature: Date: [day month year]:

NOTE TO THE BIDDER

The minimum content of the Environmental, Health, and Safety (EHS) Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

Procurement of Works: Small Contracts

Standard Bidding Document (IS2E)

This Standard Bidding Document includes guidance to borrowers on how to prepare a bidding document for unit price or lump sum types of small works contracts that incorporate postqualification, and how to evaluate bids and award contracts based on the Asian Development Bank's *Standard Bidding Document for the Procurement of Works, Small Contracts*.

It is applicable to projects governed by the Procurement Directive for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2026, as amended from time to time).



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