
**Government of Nepal
Ministry of Infrastructure Development
Urban Resilience and Livability Improvement Project
Project Implementation Unit
Siddharthanagar Municipality
Rupandehi, Lumbini Province, Nepal**

Procurement of Works

BIDDING DOCUMENT for Procurement Of

Siddharthanagar Danda River Corridor Development

Issued on: 3rd September, 2026

Invitation for Bids No.: URLIP/SDN/CW02

OCB No.: URLIP/SDN/CW02

**Employer: Government of Nepal
Ministry of Infrastructure Development
Urban Resilience and Livability Improvement Project
Project Implementation Unit
Siddharthanagar Municipality
Rupandehi, Lumbini Province, Nepal**

Country: Nepal

Preface

This Bidding Document for the Procurement of Works has been prepared by **Government of Nepal, Ministry of Infrastructure Development, Urban Resilience and Livability Improvement Project, Project Implementation Unit, Siddharthanagar Municipality, Rupandehi, Lumbini Province, Nepal** and is based on the Standard Bidding Document for the Procurement of Works–Small Contracts (*SBD Works-Small*) issued by the Asian Development Bank dated **December 2021**.

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Invitation for Bids

Government of Nepal
Ministry of Infrastructure Development
Urban Resilience and Livability Improvement Project
Project Implementation Unit
Siddharthanagar Municipality
Rupandehi, Lumbini Province, Nepal

Date:	3 September 2026
Loan No. and Title:	4433-NEP(COL) / 0927-NEP(SF): Urban Resilience and Livability Improvement Project (URLIP)
Contract No. and Title:	URLIP/SDN/CW02: Siddharthanagar Danda River Corridor Development
Deadline for Submission of Bids:	6 October 2026 (12:00 hrs, Nepal Standard Time (NST))

1. The **Government of Nepal** 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 **Government of Nepal, Ministry of Infrastructure Development, Urban Resilience and Livability Improvement Project, Project Implementation Unit, Siddharthanagar Municipality, Rupandehi, Lumbini Province, Nepal** ("the Employer") invites sealed bids from eligible Bidders for the construction and completion of **Siddharthanagar Danda River Corridor Development** ("the Works").
3. Open competitive bidding will be conducted in accordance with ADB's **Single-Stage Two-Envelope (1S2E)** bidding 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):
 - a) **Minimum Average Annual Construction Turnover (as per section 3 of Bidding Document):** NRs. 1673.41 million calculated as total certified payments received for contracts in progress or completed, within the last five (5) years divided by five (5).
 - b) **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 252.28 million
 - Joint Venture
 - One partner must meet or exceed its required share of 40% NRs 100.91 million
 - Each partner must meet or exceed its required share of 25% NRs 63.07 million
 - The combined financial resources of the Joint Venture NRs 252.28 million

c) Contracts of Similar Size and Nature (as per section 3 of Bidding Document):
1075.24 million (excluding VAT).

- i. Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contracts that have been satisfactorily and substantially completed within the last **10 (Ten) years (Completed after 1st January 2016 and before deadline of bid submission)** and that are similar to the proposed works, where the value of the Bidder's participation under such contract **exceeds NRs. 1075.24 million (excluding VAT).**

The similarity of the Bidder's participation shall include construction of infrastructure development projects comprising a combination of **at least three** following components, **of which at least one component shall necessarily be from the river-related works category**, demonstrated within the same contract:

A. River-related works

- River training, riverbank protection, embankment stabilization; Stone masonry retaining structures or gabion structures.

B. Other infrastructure components

- Reinforced cement concrete (RCC) structures work (M20 or above).
- Cycle tracks, footpaths, interlocking pavement or flagstone pavement.
- Wood Plastic Composite Flooring Works
- Supply and erection of roofing Stainless Steel Works (column, handrails, base plates, connectors, brackets, etc.) or Roofing Works or similar.
- Infrastructure projects which include public space development or green park development or amusement park development or waterfront development or river corridor development (with public spaces) or landscaping works".

- ii. Each partner must have completed **at least three** of following components, **of which at least one component shall necessarily be from the river-related works category**, demonstrated within the same contract within the last Ten (10) years (**Completed after 1st January 2016 and before deadline of bid submission**).

A. River-related works

- River training, riverbank protection, embankment stabilization; Stone masonry retaining structures or gabion structures.

B. Other infrastructure components

- Reinforced cement concrete (RCC) structures work (M20 or above).
- Cycle tracks, footpaths, interlocking pavement or flagstone pavement.
- Wood Plastic Composite Flooring Works
- Supply and erection of roofing Stainless Steel Works (column, handrails, base plates, connectors, brackets, etc.) or Roofing Works or similar.
- Infrastructure projects which include public space development or green park development or amusement park development or waterfront development or river corridor development (with public spaces) or landscaping works".

whereas the value of the bidder's participation exceeds **NRs 268.81 million (excluding VAT).**

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

Project Manager,
Government of Nepal
Ministry of Infrastructure Development
Urban Resilience and Livability Improvement Project

Project Implementation Unit
Siddharthanagar Municipality
Rupandehi, Lumbini Province, Nepal
Telephone: 071570292
Email: urlip.siddharthanagar@gmail.com

6. To purchase a complete set of the bidding documents in English, eligible Bidders should
- Write to address above requesting the bidding documents for **URLIP/SDN/CW02, Siddharthanagar Danda River Corridor Development**
 - Pay the non-refundable fee of NRs. 20,000 (Nepalese Rupees Twenty Thousand Only) either at the Revenue Department of Siddharthanagar Municipality, Office of the Municipal Executive, Siddharthanagar, Rupandehi or in the form of a bank voucher deposited to the Employer's Rajaswa (Revenue) account as specified below.
 - Name of the Bank: Agriculture Development Bank, Siddharthanagar, Rupandehi, Bhairahawa Branch
 - Name of the Office: Siddharthanagar Municipality, Office of the Municipal Executive Siddharthanagar, Rupandehi
 - Office Account No.: 04-146-01145634-20-8 (ga-1-1) (revenue account)
 - Before: 5th October, 2026, **12:00 Noon.**

The original bank voucher or official receipt for the payment of the bidding document fee shall be enclosed with the Technical Bid.

7. Interested bidders shall submit their bids in paper-based form together with a Bid Security/Bid-Securing Declaration as described in the Bidding Document, delivered in sealed envelopes to the Employer's office at address as specified below on or before **12:00 Hours NST of 6th October 2026.**

**Government of Nepal
Ministry of Infrastructure Development
Urban Resilience and Livability Improvement Project
Project Implementation Unit
Siddharthanagar Municipality
Rupandehi, Lumbini Province, Nepal**

Technical Bids will be publicly opened in the presence of the Bidders' designated representatives who chooses to attend at the below mentioned address at **13:00 Hours NST of 6th October 2026.**

**Government of Nepal
Ministry of Infrastructure Development
Urban Resilience and Livability Improvement Project
Project Implementation Unit
Siddharthanagar Municipality
Rupandehi, Lumbini Province, Nepal**

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

Chief Administrative Officer

Section 1: Instructions to Bidders

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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) “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; and
 - (vii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, 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 remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ 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 documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third

¹ 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).

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 obliged 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 includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
 - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
 - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
 - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, 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 obliged 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 of GCC 28.3 and 73.2 (i).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise 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, 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, associates, 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 Engineer 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 staff of the Employer including 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 documents 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 temporary 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 temporarily 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 above 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)
- 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 22.2.

- 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 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 22.2.

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 19;
 - (c) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
 - (f) Technical Proposal in accordance with ITB 16;
 - (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 14, or as stipulated in the BDS;
 - (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (d) any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, 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 the Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). 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.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, 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 lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are 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 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

- 14.1 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.
- 14.2 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.
- 14.3 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 Price Bid may result in the rejection of the Bid.**
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 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 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.

14.6 If so indicated in ITB 1.1, bids are being 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 14.4, provided the Bids for all contracts are submitted and opened at the same time.

14.7 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.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.

15.2 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.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, environmental, health and safety (EHS) management plan commensurate with the proposed scope of works, EHS Code of Conduct, and any other information as 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. Documents Establishing the Qualifications of the Bidder

17.1 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).

17.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility in accordance with ITB 35.

18. Period of Validity of Bids

18.1 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 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

- 18.2 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 19, it shall also be extended 28 days beyond the deadline of the extended 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.
- 19. Bid Security/Bid-Securing Declaration**
- 19.1 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.
- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, 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 the Bid-Securing Declaration is executed.
- 19.3 If a bid security is specified pursuant to ITB 19.1, 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 bank 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 18.2.
- 19.4 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 19.1, shall be rejected by the Employer as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, 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 45.
- 19.6 If a bid security is specified pursuant to ITB 19.1, 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.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if

- (a) notwithstanding ITB 24.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or
- (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45;
 - (iii) accept arithmetical corrections in accordance with ITB 34; or
 - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 45.

19.8 If the bid security is required as per ITB 19.1, 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 19.1, 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.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the 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 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.

20.2 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 Letter of Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

20.3 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

21. Sealing and Marking of Bids

21.1 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 21.2 and ITB 21.3.
- (b) Bidders submitting Bids electronically shall follow the paper based bid submission procedures specified in the BDS.

21.2 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 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 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.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.

21.5 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.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 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.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – 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 20.2 (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 20 and ITB 21 (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 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 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.

25. Bid Opening

25.1 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 21.1, 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 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.

25.2 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.

25.3 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 25.1. 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.

25.4 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 and Modification, will remain unopened in accordance with ITB 25.1.

25.5 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 a 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 the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or a 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.

25.7 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 for the opening of Price Bids.

25.8 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.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, 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.

25.10 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 Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Price Bids.

- 25.11 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

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| 26. Confidentiality | <p>26.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until on the publication of Contract award.</p> <p>26.2 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.</p> <p>26.3 Notwithstanding ITB 26.2, 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.</p> |
| 27. Clarification of Bids | <p>27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, 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 33.</p> <p>27.2 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.</p> |
| 28. Deviations, Reservations, and Omissions | <p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |

29. Examination of Technical Bids

- 29.1 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.
- 29.2 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.

30. Responsiveness of Technical Bid

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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.

31. Nonmaterial Nonconformities

- 31.1 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.
- 31.2 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 Bid.

Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 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 shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

32. Qualification of the Bidder

32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. 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.

32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. 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 into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

33. Subcontractors

33.1 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.

33.2 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.

34. Correction of Arithmetical Errors

34.1 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 Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price 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.

34.2 If the Bidder that submitted the lowest evaluated 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.

35. Conversion to Single Currency

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

36. Domestic Preference

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

37. Evaluation and Comparison of Price Bids

37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

37.2 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 Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35;
- (e) adjustment for nonmaterial nonconformities in accordance with ITB 31.3;
- (f) assessment whether the bid is abnormally low in accordance with ITB 38; and
- (g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

37.3 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 bid evaluation.

37.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

37.5 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 37.2.

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 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 the 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) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
 - (c) 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 lowest evaluated Bid Price, 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 45.2; 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.

41. Notice of Intention for Award of Contract

41.1 If Standstill provisions apply as specified in the BDS, 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.

F. Award of Contract

42. Award Criteria

42.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 35 to ITB 37 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

43. Notification of Award

43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall transmit the Notification of Award through issuance of Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

43.2 Unless standstill period applies, upon notification of award through issuance of Letter of Acceptance, 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.

43.3 Until a formal contract is prepared and executed, the notification of award through issuance of Letter of Acceptance shall constitute a binding Contract.

43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, 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:

- (a) name of each Bidder who submitted a Bid;

- (b) bid prices as read out at bid opening;
- (c) name and evaluated prices of each Bid that was evaluated;
- (d) name of Bidders whose bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

44. Signing of Contract

44.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

45. Performance Security

45.1 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 38 and 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.

45.2 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 lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

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

46. Bidding-Related Complaints

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

Section 2: Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: URLIP/SDN/CW02
ITB 1.1	The Employer is: Government of Nepal, Ministry of Infrastructure Development, Urban Resilience and Livability Improvement Project, Project Implementation Unit, Siddharthanagar Municipality, Rupandehi, Lumbini Province, Nepal.
ITB 1.1	The name of the bidding process is: Siddharthanagar Danda River Corridor Development (Single-Stage: Two-Envelope (1s2e)) The identification number of the bidding process is: URLIP/SDN/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 <u>Clarification purposes</u> only, the Employer's address is: Attention: Project Manager Government of Nepal Ministry of Infrastructure Development Urban Resilience and Livability Improvement Project Project Implementation Unit Siddharthanagar Municipality Rupandehi, Lumbini Province, Nepal City: Siddharthanagar, Rupandehi, Lumbini Province Country: Nepal Telephone: 071570292 E-mail: urlip.siddharthanagar@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: 24th September, 2026 Time: 11 A.M.

	Place: Siddharthanagar Municipality, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit (PIU) A site visit conducted by the Employer will not be organized.
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C. Preparation of Bids

ITB 10.1	The language of the Bid is: English																																																
ITB 11.2	The Technical Bid shall comprise the following: The required forms and documents shall be part of technical bids. <table><tr><th>SN</th><th>Document</th><th>Requirement</th><th>Remarks</th></tr><tr><td>1.</td><td>Letter of Technical Bid</td><td>Mandatory</td><td>Hard Copy</td></tr><tr><td>2.</td><td>Bid Security/Bank Guarantee</td><td>Mandatory</td><td>Original Hard Copy</td></tr><tr><td>3.</td><td>Company registration Certificate</td><td>Mandatory (equivalent document for Foreign Bidders)</td><td>Hard Copy</td></tr><tr><td>4.</td><td>VAT registration Certificate</td><td>Mandatory (for Nepalese Bidders)</td><td>Hard Copy</td></tr><tr><td>5.</td><td>Business Registration (License) Certificate</td><td>Mandatory (equivalent document for Foreign Bidders)</td><td>Hard Copy</td></tr><tr><td>6.</td><td>Tax Clearance Certificate of FY 2081/082</td><td>Mandatory (for Nepalese Bidders)</td><td>Hard Copy</td></tr><tr><td>7.</td><td>Power of Attorney of Bid signatory</td><td>Mandatory</td><td>Hard Copy</td></tr><tr><td>8.</td><td>Bank Voucher/Cash Receipt for cost of bid document</td><td>Mandatory</td><td>Original Hard Copy</td></tr><tr><td>9.</td><td>Joint venture agreement</td><td>Mandatory in case of JV Bids Only</td><td>Hard Copy</td></tr><tr><td>10.</td><td>Qualification Documents</td><td>Mandatory</td><td>Hard Copy (Form mentioned in "Section 4 - Bidding Forms")</td></tr><tr><td>11.</td><td>Technical Proposal</td><td>Mandatory</td><td>Hard Copy (Technical proposal as mentioned in "Section 4 - Bidding Forms")</td></tr></table> <u>Note:</u> a) The documents specified as “Mandatory” should be included in submission.	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)	Hard Copy	4.	VAT registration Certificate	Mandatory (for Nepalese Bidders)	Hard Copy	5.	Business Registration (License) Certificate	Mandatory (equivalent document for Foreign Bidders)	Hard Copy	6.	Tax Clearance Certificate of FY 2081/082	Mandatory (for Nepalese Bidders)	Hard Copy	7.	Power of Attorney of Bid signatory	Mandatory	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	Hard Copy	10.	Qualification Documents	Mandatory	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)	The Bidder shall submit with its Technical Bid the following additional documents: a. Contractor's Environmental and Social Management Plan (C-ESMP) b. Environmental, Health, and Safety (EHS) Management Plan. c. Spoil and Waste Management Plan. d. Traffic and Public Access Management Plan e. Method Statement of Works																																																
ITB 11.3	The Price Bid shall comprise the following: The required forms and documents shall be part of price bids. <table><tr><th>SN</th><th>Document</th><th>Requirement</th><th>Remarks</th></tr><tr><td>1.</td><td>Letter of Price Bid</td><td>Mandatory</td><td>Hard Copy</td></tr><tr><td>2.</td><td>Completed Bill of Quantities (BoQ)</td><td>Mandatory</td><td>Hard Copy Forms</td></tr></table>	SN	Document	Requirement	Remarks	1.	Letter of Price Bid	Mandatory	Hard Copy	2.	Completed Bill of Quantities (BoQ)	Mandatory	Hard Copy Forms																																				
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	3.	Price Adjustment Table	Mandatory (If applicable)	Hard Copy Forms
	4.	Additional Documents specified in ITB 11.3 (d)	Mandatory (If any)	Hard Copy
<u>Note:</u> a) The documents specified as “Mandatory” should be included in submission.				
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 14.5	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 14.7	The Letter of Price Bid shall reflect total bid price in figures and in words, excluding any discounts offered. The total bid price shall include Provisional Sums and the 13% VAT.			
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: Nepalese Rupees (NRs)			
ITB 18.1	The bid validity period shall be 120 days .			
ITB 19.1	The Bidder shall furnish a bid security in the amount of NRs. 26.49 Million . The Bidder shall submit original copy of bid security at the time of submission of the bid. If a bidder does not submit original copy of bid security at the time of bid submission, its bid shall be rejected by the Employer as nonresponsive. The bidder submitting scanned copy of the bid security issued by a foreign bank shall submit the bid security in original form within 14 days after the bid submission deadline. If the bidder does not provide the bid security in original form by the date specified above, its bid may be rejected.			

	If the bank issuing bid security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country
ITB 19.2	The ineligibility period will be Not Applicable
ITB 19.4	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 20.1	In addition to the original Bid, the number of copies is: None
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.4."
ITB 20.2	The Bidder shall submit an acceptable authorization within 14 days .

D. Submission and Opening of Bids

ITB 21.1	Bidders shall submit their Bids as paper-based submissions by hand. The Paper based bid submission procedures shall be as follows: 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.
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	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: 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. 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.
ITB 21.1 (b)	Not Applicable
ITB 22.1	For <u>bid submission purposes</u> only, the Employer's address is: Attention: Project Manager, Siddharthanagar Municipality, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit Street address: Haatbazar Road Floor/ Room number: Not applicable City: Siddharthanagar ZIP code: 00977 Country: Nepal The deadline for bid submission is: Date: 6th October, 2026 Time: 12:00 hours
ITB 25.1	The opening of the Technical Bid shall take place at: Siddharthanagar Municipality, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit Street address: Haatbazar Road Floor/Room number: Not applicable City: Siddharthanagar Country: Nepal

	Date: 6th October, 2026 Time: 12:15 hours
ITB 25.1	Paper-Based Submission bid opening procedure shall be as follows: For bids submitted in accordance with ITB 21.1 (a), the specific bid opening procedure shall be as follows: 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. ii. The Employer shall conduct the opening of technical bids at the address, date, and time specified in the bidding document. iii. Bids marked as "WITHDRAWAL" shall not be opened and shall be returned unopened to the bidder. The technical bids shall be opened one by one and read out in accordance with ITB 25.
ITB 25.5	The Letter of Technical Bid shall be initialed by Three (3) representatives of the Employer attending the Bid opening.
ITB 25.10	The Letter of Price Bid and Schedules shall be initialed by Three (3) representatives of the Employer attending the Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 33.1	The Employer "does not intend" for the contractor to execute any specific elements of the Works through nominated subcontractors.
ITB 35.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Nepalese Rupees (NRs) The source of selling exchange rate shall be: Nepal Rastra Bank The date for the selling exchange rate shall be: 28 days prior to the deadline for submission of bids.
ITB 36.1	Domestic preference shall not apply.
ITB 41.1	Standstill provisions shall apply. The duration of standstill period will be Seven (7) days from the date of notice of intention for award of contract. 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:

	(a) the name of each Bidder who submitted a Bid; (b) the bid prices as read out at bid opening; (c) the name and evaluated prices of each Bid that was evaluated; (d) the name of Bidders whose bids were rejected and the reasons for their rejection; (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 (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.
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F. Award of Contracts

ITB 46.1	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: For the attention: Mr. Title/position: Project Manager Employer: Government of Nepal, Ministry of Infrastructure Development, Urban Resilience and Livability Improvement Project, Project Implementation Unit, Siddharthanagar Municipality, Rupandehi, Lumbini Province, Nepal E-mail address: urlip.siddharthanagar@gmail.com
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1. Evaluation

In addition to the criteria listed in ITB 37.2 (a)–(f), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to successfully implement the contract considering its proposed site organization, method statement, mobilization, and construction schedule (to be described by the Bidder in sufficient detail to demonstrate the adequacy of its work methods, scheduling, and material sourcing) including the extent to which they are presented in a consistent manner and comply with requirements stipulated in Section 6 (Employer's Requirements) without material deviation, reservation, or omission.

Noncompliance with equipment and personnel 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.

1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

Not Applicable

1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

Not Applicable

1.4 Specialist Subcontractors

Only the specific experience of Specialist Subcontractors for key activities specified in criterion 2.4.2 Construction Experience in Key Activities will be considered. The experience of Specialist Subcontractors in contracts of similar size and nature, and their financial resources shall not be added to those of the Bidder for purposes of qualification of the Bidder.

1.5 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

“Pursuant to ITB 31.3, 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.”

1.6 Domestic Preference

If domestic preference shall apply under ITB 36.1, the procedure will be as follows as:

Not Applicable

1.7 Other Criteria

1.7.1 Environmental, Health and Safety Management Plan (EHSMP)

Any bid not accompanied by the **EHSMP will be rejected by the Employer as nonresponsive**. If a Bidder submits a EHSMP that is not commensurate with the risks and impacts of the proposed works and activities in the bidding document, the Employer shall issue a request for clarification to request for further information from the Bidder. The Bidder must submit the requested information within **Seven (7)** days of receiving such a request. Failure to provide a satisfactory response to the request for further information within the prescribed period of receiving such a request **will cause the rejection of the Bid**.

1.7.2 Sustainable Procurement

The following sustainable procurement technical requirements will be evaluated on a pass/fail basis. Failure to meet any of the following requirements will result in mandatory rejection of the bid.

Not Applicable

1.7.3 Life Cycle costs (for Financial Evaluation)

Life cycle costing is not applicable

1.8 Multiple Contracts

Not Applicable

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 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
2.1.2 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
2.1.3 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
2.1.4 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
2.1.5 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

2.2 Historical Contract NonPerformance

2.2.1 History of NonPerforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Non-performance of a contract ^a did not occur as a result of contractor default since 1 January 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 (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. 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 Joint Venture partner.

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	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

2.2.3 Pending Litigation and Arbitration

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

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

2.2.4 Declaration: Environmental, Health and Safety Past Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Declare any contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, health and safety contractual obligations in the past five years (2021-2025) .	Must make the declaration. If the bidder proposes Specialist Sub-contractor/s to meet EQC 2.4.2, those Specialist Sub-contractor/s must also make the declaration	Not applicable	Each partner must make the declaration. If the bidder proposes Specialist Sub-contractor/s to meet EQC 2.4.2, those Specialist Sub-contractor/s must also make the declaration	Not applicable	Form CON-2

2.3 Financial Situation

2.3.1 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

2.3.2 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.1673.41 million calculated as total certified payments received for contracts in progress or completed, within the last five (5) years .	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2

2.3.3 Financial Resources

If the bid evaluation process and the decision for the award of the Contract takes more than 1 year from the date of bid submission, Bidders may be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts or audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity, will be reassessed on this basis.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For Single Entities The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of NRs 252.28 million	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
For Joint Ventures (1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 40% (NRs 100.91 million) from the total requirement for the Subject Contract.	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
AND					
(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 25% (NRs 63.07 million) from the total requirement for the Subject Contract.	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
AND					
(1) The Joint Venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of NRs 252.28 million	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contracts that have been satisfactorily and substantially completed within the last 10 (Ten) years (Completed after 1st January 2016 and before deadline of bid submission) and that are similar to the proposed works, where the value of the Bidder's participation under such contract exceeds NRs. 1075.24 million (excluding VAT). The similarity of the Bidder's participation shall include construction of infrastructure development projects comprising a combination of at least three following components, of which at least one component shall necessarily be from the river-related works category, demonstrated within the same contract: A. River-related works - River training, riverbank protection, embankment stabilization; Stone masonry retaining structures or gabion structures. B. Other infrastructure components - Reinforced cement concrete (RCC) structures work (M20 or above). - Cycle tracks, footpaths, interlocking pavement or flagstone pavement. - Wood Plastic Composite Flooring Works - Supply and erection of roofing Stainless Steel Works (column, handrails,	Must meet requirement	Not applicable	Must have completed at least three of following components, of which at least one component shall necessarily be from the river-related works category, demonstrated within the same contract within the last Ten (10) years (Completed after 1st January 2016 and before deadline of bid submission). A. River-related works - River training, riverbank protection, embankment stabilization; Stone masonry retaining structures or gabion structures. B. Other infrastructure components - Reinforced cement concrete (RCC) structures work (M20 or above). - Cycle tracks, footpaths, interlocking pavement or flagstone pavement. - Wood Plastic Composite Flooring Works - Supply and erection of roofing Stainless Steel Works (column, handrails, base plates, connectors, brackets, etc.) or Roofing Works or similar. - Infrastructure projects which include public space development or	Must meet requirement	Form EXP – 1 ^d

base plates, connectors, brackets, etc.) or Roofing Works or similar. • Infrastructure projects which include public space development or green park development or amusement park development or waterfront development or river corridor development (with public spaces) or landscaping works".			green park development or amusement park development or waterfront development or river corridor development (with public spaces) or landscaping works". whereas the value of the bidder's participation exceeds NRs 268.81 million (excluding VAT).		
---	--	--	---	--	--

- ^a For contracts under which the Bidder participated as a Joint Venture partner or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement.
- ^b For contracts implemented by a Joint Venture contractor, if the Bidder comprises the same Joint Venture, the 'Single Entity' requirements will apply.
- ^c In case of complex works, the Employer may require each partner to demonstrate one satisfactorily and substantially completed contract of similar nature where such partner's value of participation exceeds 25% of the subject contract value.
- ^d In addition to the submission requirement Form EXP - 1, the Bidder shall provide the following supporting documents:

1. Signed Contract Agreement, and
2. Taking-Over Certificate, Certificate of Completion of the Works (or equivalent) or Performance Certificate,

in sufficient detail to verify the contract name, value and completion time (or substantial completion). If the documents are other than in English, an accurate certified translation of these documents in English shall be provided.

2.4.2 Construction Experience in Key Activities

2.4.2 (a) Must be complied with by the Bidder. In case of a Joint Venture Bidder, the Bidder or at least one of the partners must meet the requirement in the key activity. For contracts under which the Bidder participated as a Joint Venture partner, only the Bidder's designated scope of works under the contracts shall be considered to meet this requirement.

Table A

Criteria		Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements	
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience in the following key activities:	Must meet requirement	Must meet requirement	Form EXP – 2 ^a	
1) At least 9,680.00 Cu.m. Stone Masonry Work within any one year.				
2) At least 75,720.00 Kg. of Steel Works (Pipe, I-Section, C-Section, Stainless steel, etc.) within any one year.				

^a 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.

Note: It is Mandatory to Submit sufficient evidence of taxable details on Key Activities Certificate issued by Non-Governmental Agencies.

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

If the key activity is to be undertaken by a Specialist Subcontractor, the Employer shall require evidence of the subcontracting agreement from the Bidder.

(Not Applicable)

Table B

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 2.4.1, a minimum construction experience is required in the following key activities:	Must meet requirement	Must meet requirement	Form EXP – 2 ^a	

4			
5			
6 .. etc			

^a 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.

2.4.3 Specific Experience in Managing Environmental, Health and Safety Aspects

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
For the contracts in 2.4.1 and 2.4.2 above and/or any other contracts [substantially completed and under implementation] as prime contractor, Joint Venture partner, or Subcontractor between 1st January 2021 and Bid submission deadline, experience in managing EHS risks and impacts in the following aspects: "Participation as a prime contractor, Joint Venture partner, or Subcontractor, in at least one (1) contract that has been substantially implemented (at least 50% of Works) or satisfactorily completed between 1st January 2021 and the bid submission deadline, with a contract value of at least NPR 100 million, which included the successful implementation of a Site-Specific Environmental and Social Management Plan (C-ESMP) in Civil work Contracts or public space development or green park development or amusement park development or waterfront development or river corridor development (with public spaces) or landscaping works.	Must meet requirements	One member must meet requirements	Form EXP – 3

2.5 Organizational Environmental, Health and Safety System

2.5.1 Environmental, Health and Safety Certification

Not Applicable

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:	Not Applicable	Not Applicable	Form EXP – 4

2.5.2 Environmental, Health and Safety Documentation

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Availability of in-house policies and procedures for EHS management: For example: (i) Company EHS Policy Statement (ii) Organization Chart (iii) Standard Operating Procedures (SOPs) (iv) Resource Management Plan (v) Labour Camps and Safety Management Plan (vi) Project Area Management Information (vii) Health and Safety on worksites policy and related guidance (viii) aste management practice (ix) Protection of water resources;	Must meet requirements	One member must meet requirements	Form EXP – 5

2.5.3 Environmental, Health and Safety Dedicated Personnel

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Availability of in-house personnel dedicated to EHS issues: 1. Environmental Safeguard Officer (1 Personnel) 2. Health and Safety Officer (1 Personnel)	Must meet requirements	Each member must meet requirements	Form EXP – 6

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Letter of Technical Bid

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

Date:

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

Invitation for Bid No.:

To: Project Manager,
Government of Nepal
Ministry of Infrastructure Development
Urban Resilience and Livability Improvement Project
Project Implementation Unit
Siddharthanagar Municipality
Rupandehi, Lumbini Province, Nepal

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 Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Documents the following Works:
Siddharthanagar Danda River Corridor Development
- (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 22.1, 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) We, our directors, key officers, key personnel, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, 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 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, our respective direct and indirect shareholders, 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, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.²

- (i) Our firm, Joint Venture partners, our respective direct and indirect shareholders, 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, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: _____
 (ii) Reason for the ongoing investigation / allegations: _____

- (j) Our firm, Joint Venture partners, our respective direct and indirect shareholders, 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, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

- (i) Name of Institution: _____
 (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
 (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

- (k) Our firm, Joint Venture partners, associates, parent company affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____

² 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.

- (ii) Court, area of jurisdiction and/or the enforcement agency: _____
 (iii) Resolution [*i.e. dismissed; settled; or convicted/duration of penalty*]: _____
 (iv) Other relevant details [*please specify*]: _____

- (l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer 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, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel 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 will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.³

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

- (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]⁴
- (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.

³ If none has been paid or is to be paid, indicate "None".

⁴ Use one of the two options as appropriate.

- (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 3 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 (Employer's Requirements) and our technical proposal, or as otherwise agreed 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 remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Letter of Price Bid

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/SDN/CW02**

Invitation for Bid No.:

To: **Project Manager,**
Government of Nepal
Ministry of Infrastructure Development
Urban Resilience and Livability Improvement Project
Project Implementation Unit
Siddharthanagar Municipality
Rupandehi, Lumbini Province, Nepal

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 Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Documents the following Works:
Siddharthanagar Danda River Corridor Development
- (d) The total price of our Bid, excluding any discounts offered in item (d) below is:

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

*The total bid price from the Summary of Bill of Quantities for admeasurement contracts or Activity Schedule for lump sum contracts 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 as follows: *[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 22.1, 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 Documents.

- (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 lowest evaluated 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 3 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 remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Bid Security

Bank Guarantee

[*Bank's name, and address of issuing branch or office*]⁵

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 Technical Bid and Letter of Price 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; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy 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. 758.⁶

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

⁵ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁶ Or the employer may use "Uniform Rules for Demand Guarantees (URDG) ICC Publication No. 458" as appropriate.

Technical Proposal

Personnel

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
etc.	Title of position
	Name

-- Note --

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

Form PER – 2: Resume 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	ID number
	Attach a copy of ID to this form	
	Professional qualifications	
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

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 ☐ Owned ☐ Rented ☐ Leased ☐ 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	

Site Organization

Method Statement

Mobilization Schedule

Please reflect the no-objection request and approval step for Site Specific Environmental, Health and Safety Management Plan as per Contract Conditions in the Mobilization Schedule.

Construction Schedule

The construction schedule shall include the following key milestones:

Not Applicable

Environmental, Health and Safety Management Plan (EHSMP)

The Bidder shall submit an 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).

Environmental, Health and Safety Code of Conduct

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

The minimum content of the 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.

The Bidder shall initial and submit the EHS Code of Conduct form as part of its bid.

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 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. It applies to all our staff, labourers 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 his/her 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 he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her 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 he/she believes may represent a violation of this EHS Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done by call [] 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 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*]: _____

Bidders 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)			
Attached are copies of the following documents. 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 20.2. 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.			

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)			
Attached are copies of the following documents. 1) 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 named above, in accordance with ITB 20.2. 3) 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.			

Form CON – 1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 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 partner if Bidder is a Joint Venture).

Year	Description	Amount of Nonperformed 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]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

- Note -

Table 2 of this form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form CON – 2: EHS Performance Declaration

Each Bidder must fill out this form in accordance with Criterion 2.2.4 of Section 3 (Evaluation and Qualification Criteria).

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: _____

In case of a Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: _____

Environmental and Health and Safety Performance Declaration in accordance with Section 3 (Evaluation and Qualification Criteria)			
☐ No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5.			
☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:			
☐ Declaration of request for replacement of Key Environment, Health and Safety Personnel: The following contract(s) has/have experienced a request by the Employer to replace Environmental, Health and Safety Personnel for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:			
☐ Declaration of past fatality resulted from EHS issues on site: The following contract(s) has/have experienced a fatality resulted from EHS issues on site since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	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 suspension or termination: [indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]	[insert amount]
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification]	[insert amount]

		Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to EHS performance			
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)	
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>	<i>[insert amount]</i>	
Key EHS personnel replacement requested by the Employer for reasons related to EHS performance			
Year	Contract Identification and Reasons	Personnel replacement action and results	
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for requesting for replacement: <i>[indicate main reason(s)]</i>	<i>[insert description]</i>	
Fatality due to EHS issues on Site			
Year	Contract Identification	Follow-on actions taken by the contractor	
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Description of fatality event: Causation:	<i>[insert description]</i>	

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 Previous Year

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			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last **5 (Five)** years, as indicated above, complying with the following conditions.
- 1) Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the standalone financial situation of 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.
 - 4) 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 5(Five) Years (Construction only)			
Year	Amount Currency	Exchange Rate	\$ Equivalent

Average Annual Construction Turnover	
---	--

Form FIN – 3: Availability of Financial Resources

Bidder 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

- (a) its current contract commitments, and
- (b) 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	
	Total Available Financial Resources	

^a *The line of credit shall be in the name of Employer. Contract No. and Title must be mentioned in the line of credit otherwise it may result in rejection of bid.*

Form FIN- 4: Financial Resources Requirement

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

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: _____

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

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 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 CCC $\geq$ 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 Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				_	

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	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)					
Each Partner:					
_____ (Name of Partner 1)					
_____ (Name of Partner 2)					
_____ (Name of Partner 3)					
All partners combined	$\Sigma D =$ Sum of available financial resources net of current contract commitments for all partners		$\Sigma D =$ _____		

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 and Nature

Fill up 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		
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/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		

Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contracts that have been satisfactorily and substantially completed within the last **10 (Ten) years (Completed after 1st January 2016 and before deadline of bid submission)** and that are similar to the proposed works, where the value of the Bidder's participation under such contract **exceeds NRs. 1075.24 million (excluding VAT)**.

The similarity of the Bidder's participation shall include construction of infrastructure development projects comprising a combination of **at least three** following components, **of which at least one component shall necessarily be from the river-related works category**, demonstrated within the same contract:

A. River-related works

- River training, riverbank protection, embankment stabilization; Stone masonry retaining structures or gabion structures.

B. Other infrastructure components

- Reinforced cement concrete (RCC) structures work (M20 or above).
- Cycle tracks, footpaths, interlocking pavement or flagstone pavement.
- Wood Plastic Composite Flooring Works
- Supply and erection of roofing Stainless Steel Works (column, handrails, base plates, connectors, brackets, etc.) or Roofing Works or similar.
- Infrastructure projects which include public space development or green park development or amusement park development or waterfront development or river corridor development (with public spaces) or landscaping works".

Form EXP - 2: Construction Experience in Key Activities

Fill up 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 Subcontractor, 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 the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		
1) At least 9,680.00 Cu.m. Stone Masonry Work within any one year.		
2) At least 75,720.00 Kg. of Steel Works (Pipe, I-Section, C-Section, Stainless steel, etc.) within any one year.		

Form EXP – 3: Specific Experience in Managing Environmental, Health and Safety Aspects

Fill out one form per contract.

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: _____

1. Key Requirement no 1 in accordance with Criterion 2.4.3 of Section 3: _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with Criterion 2.4.3 of Section 3: _____

3. Key Requirement no 3 in accordance with Criterion 2.4.3 of Section 3: _____

Form EXP – 4: Environmental, Health and Safety Certification

Please provide the following information:

Availability of the following valid ISO certification or internationally-recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

Not Applicable

Form EXP – 5: Environmental, Health and Safety Documentation

Please provide the following information:

Availability of in-house policies and procedures acceptable to the Employer for EHS management:

1. Existence of an Ethics Charter.
2. Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.
3. Existence of official company procedures for the management of the following relevant points.

[Select 3-5 that apply for the worksite from below options- as per Section 2]

- 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;
- Local recruitment and EHS trainings of local staff/subcontractors/local partners;
- Community stakeholder engagement 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, etc.)

Form EXP – 6: Environmental, Health and Safety Dedicated Personnel

Please provide CV [Form PER-2] of the in-house personnel of the main contractor/Joint Venture partners for the EHS positions specified in Section 6 (Employer's Requirements):

- Environmental Safeguard Officer- 1 Personnel
- Health and Safety Officer.-1 Personnel

- Schedules

**Schedule of Payment Currencies
Not Applicable**

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency	39,430,000.00	1.00		
BID PRICE				

-- Note --

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Tables of Adjustment Data

Table A - Local Currency Payment

To be entered by the Employer

Index Code	Index Description	Source of Index *	Base Value and Date	Bidder's Proposed Weighting (coefficient)
L: Labor	Nonadjustable	—	—	a: <u>0.15</u>
E: Equipment		"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>
M: Material		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>
		"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

To be entered by the Bidder. (Employer may prescribe the range of weighing)

-- Notes --

- "Base Date" means the date 28 days prior to the deadline for submission of bids.
- For a given currency, the "Source of Index" should be issued or published within the country to which the currency relates.
- Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.

Bill of Quantities

[Admeasurement Contract]

Provisional Sum

"Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of the Works, which may be used in part or in whole, or not at all, on the instructions of the Project Manager. The Contractor shall be entitled to only such amounts in respect of the work to which the Provisional Sums relate as the Project Manager may determine. The Project Manager shall notify the Contractor of any determination made.

The Contractor shall produce to the Project Manager all quotations, expenditure in respect of Provisional Sums except where work is valued in accordance with rates or prices set out in the Bid.

Where the Contractor is required to purchase goods or pay for services under the Provisional Sum and such payments or purchases are not covered under the work items within the Bill of Quantities or under new work items agreed with the Project Manager, then the Contractor shall be entitled to receive only such compensation as per quotations mentioned above in this Sub-Clause.

(Bill of Quantity)

Name of the Work : Siddharthanagar Danda River Corridor Development
 OCB No. : URLIP/SDN/CW02

S.No.	Description of item	Unit	Quantity	Rate		Total	Remarks
				In Fig	In Words.		
A	PROVISIONAL SUM						
1.1	Providing Insurance of Works, Plants, Equipment, Personnel (Contractor's and Consultant's), Labors, Personal injuries, and damage to other properties as per the Contract requirements and instructions of the Engineer.	PS	1.00	10400000	One Crore Four lakh Only/-	10400000.00	
1.2	Performance Security Bank Commission for Project Period Years + 1 Year DLP as per instruction of Engineer which will be reimbursed as per actual	PS	1.00	2730000	Twenty Seven lakh Thirty Thousand Only/-	2730000.00	
1.3	Prepare and undertake the Environmental Management Plan, Air dust control and other environmental mitigation within project period Environmental Monitoring Cost (a) Air Quality, (b) Noise level, (c) Surface Water Quality, (d) Ground Water Quality (e) Soil Quality as per instruction of Engineer	PS	1.00	2000000	Twenty lakh Only/-	2000000.00	
1.4	Implementation of comprehensive Occupational Health and Safety (OHS) measures, including the provision of Personal Protective Equipment (PPE) at construction sites, alongside first aid boxes and fire extinguishers at camp and storage sites, as per the instruction of the Engineer, covering the entire project period.	PS	1.00	3000000	Thirty lakh Only/-	3000000.00	
1.5	Supply, installation of Pumps, Control Panel and their fittings at deep Tube Well. (Pump and Other components will be designed finally after pump test)	PS	1.00	4000000	Forty lakh Only/-	4000000.00	
1.6	Awareness programme, International observation tours other institutional strengthening activities during contract period as per engineers approval	PS	1.00	7000000	Seventy lakh Only/-	7000000.00	

1.7	Prepare as built drawing in appropriate in GIS and CAD format with soft copy (3 nos) and hard copy (3 nos) and submit to engineer	PS	1.00	300000	Three lakh Only/-	300000.00	
1.8	Procurement and Supply of 4WD Supervision Vehicle with all accessories applicable tax, duty, insurance coverage as per specification	PS	1.00	10000000	One Crore Only/-	10000000.00	
B	General Works						
2.1	Execution of complete construction layout and joint surveys, including the submission of joint survey reports, and the development of all necessary construction and shop drawings throughout the project duration. The rate shall include the provision of all required survey equipment, manpower, and associated facilities, all to the satisfaction and final approval of the Engineer.	Job	1.00				
2.2	Provide, setup, and maintain site laboratory facilities in a rented room for quality control of road and drainage construction works in accordance with DoR Specifications throughout the construction period (from commencement to completion). The scope includes office furniture, electronic equipment (computer and printer), required field testing apparatus for site testing, and the services of a qualified Senior Lab Technician (as mentioned in Key Personnel) with assistants. (Note: Main laboratory testing machines established under the Package 1 project at Siddharthanagar Municipality shall be utilized). Payment will be made on a pro-rata basis as per the progress of the work.	Job	1.00				
2.3	Provide quality control, documentation, reporting services, test reports, material certificates, site records including daily log books and monthly progress reports, all meeting specification requirements required to maintain the quality of work	Month	24.00				
2.4	Provision of One Supervision Vehicle on a rental basis, where the quoted rate is strictly inclusive of the rental charge, driver, maintenance, and fuel only, with all insurance, taxes, duties, and accessories borne solely by the owner to the satisfaction and approval of the Engineer.	Month	24.00				

2.5	Provision of one Motorbike including Fuel, Accessories with all applicable tax, duty, insurance coverage as per specification	Month	24.00				
2.6	Establishment of a fully functional labour camp (each room size of 10' x 12') in total 16 rooms as facilities for workers(labours) near the project site, including the provision of well-ventilated accommodation rooms with plinth levels elevated above water-logging limits, dedicated housekeeping services, a medical room, and separate toilet and bathroom facilities for ladies and gents. The scope also includes the implementation of heat stress management protocols, the provision of all necessary sanitation, water supply, and utilities, and the complete dismantling, clearing, and reinstatement of the area upon project completion, strictly adhering to the technical specifications and to the satisfaction of the Engineer.	Job	1.00				
2.7	Provision and establishment of a dedicated Site Office and accommodation facility for the Engineer in a rented house (minimum 5 rooms and meeting hall) near the site for the entire project duration. The facility must include secure parking, well-ventilated and air-conditioned rooms for both office and residential use, full utility provisions (uninterrupted electricity, water supply and internet facilities), and regular housekeeping services with a designated office attendant. The rate shall also include the continuous supply of all office consumables, stationery, kitchen supplies, and bathroom amenities throughout the project period, all in strict accordance with the technical specifications and to the complete satisfaction and approval of the Engineer	Job	1.00				
2.8	Supply and delivery of Laptop Computer with dedicated numerical pad, Intel Core i7 13th Generation or higher (or equivalent), minimum 16 GB RAM, 1 TB SSD, and all necessary accessories as per specification	Nos	2.00				

2.9	Provision for carrying out professional drone videography and high-resolution aerial photography of the project site, to be executed in two distinct phases: immediately prior to the commencement of construction activities, and upon full completion of the works prior to final handover. The item rate shall cover all costs associated with equipment and personnel mobilization, securing any mandatory local flight permits, and conducting flight operations to capture minimum 4K resolution video and high-resolution photographs. Additionally, the rate is inclusive of basic media editing and the final submission of all raw and processed digital files on a portable storage device, strictly in accordance with the requirements and as directed by the Engineer	Job	2.00				
2.10	Provide and installation of project information board having details of contract in the format and wording as directed by the Engineer of size 1.80 m x 1.2 m along with iron posts including excavation, concreting, backfilling, etc all complete	Nos	4.00				
C	Civil Works						
3	SITE CLEARANCE AND LAYOUT						
3.1	Clearing grass/top soil and removal up to a distance of 50 meters outside the periphery of the area, including cutting and filling of small undulation, including the layout work, marking the trench, construction of permanent reference points.	Sq.m	148453.15				
3.2	Dismantling boulders laid in wire crates including opening of crates and stacking dismantled Material disposal of unserviceable Material and stacking the serviceable Material with all lifts and lead of 1000 meters	Cu.m	891.00				
3.3	Clearance and removal of water hyacinth (Jalkumbhi), aquatic weeds, and debris from the water surface and bed of Danda River using suitable mechanical equipment (amphibious/long-boom excavator) or manual labor; including uprooting, collecting, and disposing of waste at designated sites as per specifications.	Sq.m	35000.00				

4	EARTHWORK IN EXCAVATION						
4.1	Excavation in foundations in all type of soils for foundation, trenches, footing, pits etc. to the required depth including dewatering by manual or mechanical means etc. as per specifications with all contractor's own machinery and equipment's, providing crossing of track, shoring, strutting, timbering and buttressing with appropriate materials and all such measures necessary to retain in position the sides of the foundation pit and including refilling the excavated material with watering, ramming, leveling the site and disposing off the surplus/unusable earth to outside the construction premises, etc. all complete as per drawings, specifications and instructions of the Engineer.	Cu.m	31759.75				
4.2	Excavation for Structures Foundation Earth work in excavation of foundation of structures, including construction of shoring and bracing, removal of stumps and other deleterious matter, dewatering and backfilling with approved Material as per Drawing and Technical Specifications. Ordinary soil Mechanical Means (i) Depth upto 3 m	Cu.m	20904.45				
4.3	Excavation for Structures Foundation Earth work in excavation of foundation of structures, including construction of shoring and bracing, removal of stumps and other deleterious matter, dewatering and backfilling with approved Material as per Drawing and Technical Specifications. Ordinary soil Mechanical Means (i) Depth 3-6	Cu.m	871.35				
4.4	Earth cutting in site using 0.8 cum capacity hydraulic excavator, in all kind of soils (soft & hard dis-integrated rock but excluding hard rock) including lift and stacking the excavated material at least 50 m from the edge of excavation as per design drawing, specifications and instructions of the Engineer, all complete (Measurement for footing of building shall be taken as per drawing).	Cu.m	4286.51				

4.5	Removal of unserviceable soil including excavation, loading and disposal upto 1000 m lead.	Cu.m	643.08				
4.6	Dredging work : Bed leveling and profiling of the underwater bed to the specified design levels using suitable equipment (Dredger, Bed Leveler, or Drag Bar) by shifting/redistributing in-situ material without disposal or removal from the site, inclusive of pre & post hydrographic surveys, equipment mobilization, labor, and tools as per specifications	Cu.m	70000.00				
5	FILLING WORKS						
5.1	Earth Back filling in foundation and sides of foundation with approved soil obtained from the excavation at site and stacked at site or brought from outside in layer not exceeding 15 cm thick (compacted thickness) including transportation of soil, spreading in required line and level, sprinkling water, ramming, compacting with mechanical rammers, testing, etc., all complete as per drawing, specification and instructions of the Engineer.	Cu.m	5653.02				
5.2	BRICK BAT FILLING Filling of soak-pit with brick bats of size 15–150 mm, including supplying, placing, spreading, and compacting the brick bats in layers as specified, complete in all respects.	Cu.m	21.63				
5.3	SAND FILLING Supplying and filling sand in floor by sprinkling of water and compaction by labour including lead from 30 m distance as per drawing specification and instruction of the Engineer all complete.	Cu.m	193.89				
5.4	HARDCORE FILLING Hardcore Filling (Gravel-sand mixture packing works 40% sand and 60%gravel) in perfect line and level, compaction as per drawing, specification and approval of engineer all complete.	Cu.m	4439.34				

6	SOLING WORKS						
6.1	BRICK SOLING Providing and soiling with first class chimney made brick on flat in floor of building as per drawings, specification and instruction of the consultant/Engineer, all complete.	Sq.m	9264.19				
6.2	BOULDER SOLING Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth with out any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift.	Cu.m	2586.96				
7	5MM MICRO POLYTHENE SHEET						
7.1	Supplying and laying 500 micron tear proof good quality polythene above the compacted brick soling. The overlapping of the sheet must be more than 230mm in all side to prevent moisture through it. The cost should be inclusive of all material and labour cost, as per design drawing, specification and instruction of the Engineer, all complete.	Sq.m	966.70				
8	ANTI TERMITE WORK						
8.1	Providing and injecting the pre construction anti termite treatment using Environmental friendly chemical i.e (Premise 30.5% SC, Concentration: 0.07 %) spray rate 7 lit per sq. m in different stages to create a complete termite chemical barrier to the building at foundation, around the footings, column pits, trenches, wall trenches, inside floor back fill, plinth level, junction of wall and floor, retaining walls of basement floor, external perimeter of building, surrounding the pipes,. Confirming to IS 6313 or equivalent BIS specifications.	sqm	3048.80				

9	BRICK MASONRY WORK						
9.1	Above GF 1:6 Providing and laying first class chimney fired brick one or more brick thick wall in cement mortar 1:6 (1 cement : 6 coarse sand) in foundation up to ground floor including the cost of single or multi stage scaffolding, soaking bricks, curing, raking joints, provision for recesses, openings, toothing etc., all complete as per drawing, specifications and instructions of the Engineer.	Cu.m	764.05				
9.2	Above GF 1:4 Providing and laying first class chimney fired brick one or more brick thick wall in cement mortar 1:4 (1 cement : 4 coarse sand) above ground floor including the cost of single or multi stage scaffolding, soaking bricks, curing, raking joints, provision for recesses, openings, toothing etc., all complete as per drawing, specifications and instructions of the Engineer.	Cu.m	1687.90				
9.3	1:4 Fairfaced Brickwork Providing & laying fairfaced brick masonry using first class chimney made bricks with 1:4 cement sand mortar including scaffolding, curing, cleaning, and racking out mortar joints & making ducts, recesses where required as per drawing, specification & approval of Engineer	Cu.m	4.60				
10	Stone masonry Works (1:4)						
10.1	Laying of Stone masonry upto 5m height by providing Block Stone in 1:4 Cement Sand Mortar complete, all complete as per drawing, specifications and instructions of the Engineer.	Cu.m	24108.58				
10.2	Providing and fixing 100 mm diameter PVC pipes for weep holes in retaining walls, spaced at 1.5 meters center-to-center both horizontally and vertically (or as per design), including cutting, placing at the required slope/gradient, and providing necessary geotextile filter fabric packing at the inner pipe opening to prevent soil migration, complete in all respects and executed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer	m	3252.00				

10.3	Providing and laying graded gravel/shingle filter material (size 20mm to 40mm) behind the retaining wall, including collecting, transporting, stacking, and backfilling in layers not exceeding 150mm, including proper compaction, leveling, and all necessary labor, tools, and equipment as per technical specifications and drawings.	Cu.m	9664.36				
10.4	Providing and Pointing with cement mortar(1:2) on masonry work in structure as per Technical Specifications including curing & scaffolding as per instruction all complete.	sqm	8750.00				
11	CONCRETE WORK						
11.1	P.C.C (1:3:6) Works Providing and laying machine mixed Plain Cement Concrete of nominal mix 1:3:6 (1 cement : 3 sand : 6 coarse aggregate) for leveling course in foundations and under floor of building, etc. in all level with broken stone aggregate of size not more than 25 mm of approved quality dewatering, batching, mixing, transporting, placing, compacting, curing, including all lead and lift, etc. all complete as per drawings, specifications and the instructions of the Engineer.	Cu.m	569.27				
11.2	P.C.C (1:2:4) Works Providing and laying machine mixed Plain Cement Concrete of nominal mix 1:2:4 (1 cement : 2 sand : 4 coarse aggregate) for leveling course in foundations and under floor of building, etc. in all level with broken stone aggregate of size not more than 25 mm of approved quality including dewatering, batching, mixing, transporting, placing, compacting, curing, including all lead and lift, etc. all complete as per drawings, specifications and the instructions of the Engineer.	Cu.m	3427.21				

11.3	P.C.C. FOR R.C.C.(1:1.5:3) WORKS: Providing and laying in position machine mixed and machine vibrated cement concrete of mix 1:1.5:3 (1 cement:1.5 sand: 3 coarse aggregate) M20 grade for reinforced cement concrete work using approved cement with 20 mm graded machine crushed stone aggregate of approved quality in various locations and heights including transportation of concrete to site of placing, compaction, finished to required line and level, protection and curing, etc. all complete as per drawings, specifications and the instructions of the Engineer, but excluding the cost of centering, shuttering, and reinforcement all complete as per drawings, specifications and instructions of the Engineer.	Cu.m	2553.58				
11.4	P.C.C. FOR R.C.C. (1:1:2) WORKS Providing and laying in position machine mixed and machine vibrated cement concrete of mix 1:1:2 (1 cement:1 sand: 2 coarse aggregate) M25 grade for reinforced cement concrete work using approved cement with 20 mm graded machine crushed stone aggregate of approved quality in various locations and heights including transportation of concrete to site of placing, compaction, finished to required line and level, protection and curing, etc. all complete as per drawings, specifications and the instructions of the Engineer, but excluding the cost of centering, shuttering, and reinforcement all complete as per drawings, specifications and instructions of the Engineer.	Cu.m	519.54				
12	FORM WORKS						
12.1	Supplying and laying centering, shuttering of various pattern formworks with 19 mm thick water proof ply wood & steel adjustable props for all kinds of RCC works for foundations, columns, shear walls, beams, slab, staircase, lintel, sill, pergola, including nails, propping scaffolding, staging, supporting and bracing in proper lines and level, sealing the joints with heavy duty brown self adhesive tape, aligning to line and levels including Ties, PVC Spacer, Providing openings/ cutouts/ pockets, applying De-shuttering chemical, De-shuttering as approved by the Engineer etc., complete at all levels as per drawing, specifications and instructions of the Engineer.	Sq.m	31655.77				

13	STEEL REINFORCEMENT						
13.1	Providing and fixing in position Fe 500 steel reinforcement of various diameter confirming to relevant IS code in R.C.C. works including straightening, cutting, bending, binding with 20 SWG annealed wire for tying the reinforcement bars at each junctions (binding wire shall not be measured separately) including all waste and cut pieces, provision for adequate numbers of spacers, chairs, providing and placing cement mortar (1:1) cover blocks to keep the bars in intended position at all levels all complete as per drawings, specifications and instructions of the Engineer. (Authorized lap length and for the bar length exceeding 10 meter in length shall be measured for the payment).	Kg	272919.98				
14	FLOORING AND FINISHING WORK						
14.1	SCREEDING Works: 38mm thick P.C.C. in (1:2:4) with cement punning (1:1) for flooring work with approved quality cement, sand & aggregate 12mm and down grade including mixing, laying curing all complete work as per specification	Sq.m	2814.77				
14.2	TILING WORKS Providing and laying 6mm.th.porcelain glazed/non glazed tiles on walls and floor of approved colored laid with cement sand mortar (1:4) finished with white cement including polishing all complete as per specification and instruction of site Engineer.	Sq.m	312.48				
14.3	GRANITE WORKS Providing and laying 18mm thick Granite flooring work in 20mm thick cement sand 1:2 mortar including polishing and finishing work all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer.	Sq.m	519.86				

14.4	Providing and laying 50 mm thick Granite Stone in Free pattern for bench paving works. The stone shall be laid over a 30 mm thick bedding of Cement-Sand mortar (1:3) mix. Item includes cutting, dressing, leveling, aligning, joint grouting with matching cement slurry, curing, and cleaning. Complete with all materials, labor, tools, and equipment all complete as per drawing, specifications and instruction of Engineer.	Sq.m	68.80				
14.5	Providing and laying 30 mm thick Granite Stone in Free pattern for Buddha lotus pond paving works. The stone shall be laid over a 30 mm thick bedding of Cement-Sand mortar (1:3) mix. Item includes cutting, dressing, leveling, aligning, joint grouting with matching cement slurry, curing, and cleaning. Complete with all materials, labor, tools, and equipment all complete as per drawing, specifications and instruction of Engineer.	Sq.m	65.94				
14.6	VITRIFIED TILE FINISH Works: Providing and laying Mat vitrified 600X600 mm homogenous tile over screed bed with 4mm open joint including 1:4 CSM based plaster and green mortar filling joint with special tile grout on floor and skirting of approved colour and brand as per specification and instruction of engineer.	sqm	697.34				
14.7	TELIA TILE FINISH Works:Providing and laying Telia tile (20 mm thick) on roof terrace (floor and wall skirting) having gap 10 mm between two line including 12mm thick 1:2 Cement sand mortar bed with proper line and level including the joint filer on floors, fittings and grouting of joints with red oxide as per drawing, Specification and Engineer's approval.	Sq.m	18.09				
14.8	INTERLOCKING BLOCKS Providing and laying NS Standard Rectangular Pavers Single Colour with compressive strength M35 or above 60 mm thick (Dimension: 200x100x60)mm interlocking blocks over 50mm thick stone dust along line and level as per drawing, specification and approval of engineer all complete.	Sq.m	14314.47				

14.9	BRICK ON EDGE PAVEMENT Providing and laying brick on edge pavement with first-class burnt clay bricks (230 × 110 mm) on sand bedding including joint filling with sand, compaction, and finishing complete as per specification and direction of the Engineer.	Sq.m	19057.93				
14.10	FLAGSTONE PAVEMENT Providing and laying 50 mm thick Flagstone Pavement for the cycle track, laid in required patterns over a prepared base with 1:4 Cement-Sand mortar bedding (minimum 20mm-30mm thick). The work includes supplying high-quality stone flags, dressing, cutting, precise leveling, jointing and grouting with matching cement slurry, curing, and cleaning all complete as per drawing, specifications and instruction of Engineer.	Sq.m	4533.58				
14.11	GRAVEL PAVEMENT Providing and laying a 40 mm thick gravel pavement for site development works using approved quality graded gravel aggregate over a prepared and compacted base surface, including the supply of all materials, spreading, leveling, watering, compaction, dressing to the required line, level, and camber/slope, along with all necessary labor, tools, equipment, transportation, and incidental works completed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer	cum	904.20				
15	PLASTERING WORK						
15.1	(20 mm. Thick) Cement sand plaster (1:4) work on building inner surfaces of good finish in perfect line level and plumb including grooving in plaster wherever shown in drawings including chiseling racking the joints, wetting the surface and curing the work all complete as per drawings, specifications and instructions by the Engineer.	Sq.m	804.22				

15.2	12.5mm. Th. Cement sand plaster (1:4)work on building outer surfaces of good finish in perfect line level and plumb including grooving in plaster wherever shown in drawings including chiseling racking the joints, wetting the surface and curing the work all complete as per specification and construction of the consultant/engineer all complete.	Sq.m	10437.48				
15.3	Providing and laying 12.5 mm thick cement plaster on ceiling surface, shear wall with 1:3 cement sand mortar in perfect line and level including scaffolding, curing etc. all complete as per drawing, specification & instruction.	Sq.m	80.24				
16	CEMENT BOARD WORK AND PANEL WORKS						
16.1	Supplying, fabrication, fixing of cement board in position for internal and external made with 10mm thick cement board fixed to C-stud fixed to U-track with spacing 300mm c/c of horizontal frame, including sealing joints with fiber tapes and joint sealing compound, filling screw heads as per manufacturer's installation guidelines, sealing perimeter gaps with silicon sealant etc. all complete as per drawings, specifications and instructions by the Engineer.	Sq.m	1819.08				
16.2	Supplying, fabrication, fixing of cement board in position for internal and external made with 12mm thick cement board fixed to C-stud fixed to U-track with spacing 300mm c/c of horizontal frame, including sealing joints with fiber tapes and joint sealing compound, filling screw heads as per manufacturer's installation guidelines, sealing perimeter gaps with silicon sealant etc. all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer	Sq.m	682.86				

16.3	Providing and fixing 75 mm thick puffed panels (with 16.4 mm skin/profile thickness) for the roofing work of temporary structures including all necessary structural framing, flashing, fixing accessories, and joint sealing, complete in all respects and executed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer.	Sq.m	1134.64				
17	FALSE CEILING WORKS						
17.1	Providing and fixing 12.5 mm thick gypsum plasterboard false ceiling on a suspended galvanized steel framework comprising perimeter channels, intermediate channels, ceiling sections, and hangers, fixed as per manufacturer's specifications. The work shall include cutting, fixing with drywall screws, joint treatment using jointing compound and paper tape, finishing ready to receive paint, including all accessories, supports, scaffolding, labour, tools, and materials, complete in all respects.	Sq.m	260.85				
18	DOOR AND WINDOWS						
18.1	UPVC casement WindowSupplying and installation of UPVC Profile; Casement window frame 60*60mm:sash 60*78mm, white colour with reinforcement, 5mm thick clear float glass, insect net, patented standard hardware like: rollers, gaskets, brush seal, moon locks, push locks, drainage cover, etc.	Sq.m	40.32				
18.2	UPVC sliding window with net Supplying and installation of UPVC Profile; Sliding window frame 50*80mm; sash58*36mm white colour with reinforcement, 5mm thick clear float glass, insect net, patented standard hardware like: rollers, gaskets, brush seal, moon locks, push locks, drainage cover, etc.	Sq.m	65.28				

18.3	UPVC single door Supplying and installation of UPVC Profile; Casement Door frame 60*60; sash 60*104mm white colour with reinforcement, 5mm thick clear float glass or pvc board, patented standard hardware like: gaskets, brush seal, moon locks, push locks, drainage cover, etc.	Sq.m	143.28				
18.4	Aluminum Door & Window Works: Doors -Single/Double panel Swing/Sliding/Casement Section size (102*45*1.5mm) fitted with 5mm clear glass or 9mm thick laminated board or ACP board all complete.	Sq.m	1.98				
18.5	20.2.2 Providing and fixing Double glazed 2 or 3 panel Sliding Window of aluminum section in naturally anodized/powder coated color. Section size (87*56*1.2mm) fitted with 5mm clear glass with fly mesh shutter all complete.	Sq.m	2.16				
18.6	4 mm thick ACP Works: Providing and fixing 4 mm thick Aluminium Composite Panel (ACP) partition over approved-quality aluminium framing, including cutting, fixing, jointing, necessary accessories, fasteners, sealants, trims, finishing, and all necessary labour and materials, complete as per drawings, specifications and instructions of the Engineer.	Sq.m	385.56				
19	PAINTING WORKS						
19.1	WALL PUTTY: Supplying and Applying 2 coats of wall putty on wall and ceiling surfaces after rendering the surface as per specification and instruction all complete as per drawing, specification and instruction of the Engineer, all complete.	Sq.m	24.58				
19.2	INTERIOR EMULSION PAINT Painting on Interior Wall surface with two coats of plastic emulsion paint(Must be ISO 9001 : 2000 certified company) of approved color and shade over one coat of primer to give uniform coloring and quality floss finish after proper surface preparation, all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer..	Sq.m	2512.70				

19.3	EXTERIOR WEATHER PAINT Painting on Exterior Wall surface with two coats of weather coat (Must be ISO 9001 : 2000 certified company) of approved color and shade over one coat of primer to give uniform coloring and quality floss finish after proper surface preparation, all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer..	Sq.m	10389.62				
19.4	ENAMEL PAINT Two coats of ready made Enamel paints of approved colour over one coats of primer painting over properly sanded wooden surface and MS circular pipe railing all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer..	Sq.m	15786.76				
19.5	VARNISH PAINT Providing and applying two or more coats of commercial varnish painting over properly cleaned surface all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer..	Sq.m	36.00				
20	WATER PROOFING TREATMENT						
20.1	Elastocrete cementitious elastomeric water proofing coating 2 components capacity per kg 6 sq.ft 2 coat including supply and applying all complete work as per drawing, specification and direction of the engineer .	Sqm	978.21				
20.2	Supplying and Applying Polythene Polypropylene Polymer compound Waterproof Membrane in walls and floors all complete as per specification and instruction of the engineer.	Sqm	1347.21				
21	METAL WORKS						
21.1	Supplying fitting and fixing MS circular/square pipe (medium size), MS grills with necessary base plates along with primer paint all complete as per drawing specification and instruction of site engineer	Kg	214256.90				

21.2	Supply and installation of 5 mm thick steel plates for metal benches including all necessary cutting, shaping, welding, grinding, surface preparation, anti-corrosive priming, finishing paint, and fixing hardware, complete in all respects and executed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer	Kg	2448.20				
21.3	Railing Works: Fitting and fixing of staircase railing work with 50mm stainless steel pipe hand railing with 50mm stainless steel pipe vertical post at 1m spacing and three 25mm stainless steel pipe between hand rail and ground on height 750 to 900 mm including all necessary stainless steel plates and anchor bolts as per design drawing & specification & instruction of engineer.	Rm	144.40				
21.4	Supply, fabrication, and installation of Grade 304 Stainless Steel (SS 304) works comprising SS pipe columns, vertical posts, handrails, SS base plates, connectors, brackets, including welding, grinding, mirror/satin polishing, fixing accessories (anchor bolts, fasteners), and all necessary materials, labor, equipment, and workmanship complete, in strict accordance with approved drawings, specifications, and the direction of the Engineer	kg	189277.06				
21.5	Supply, fabrication and installation of galvanized steel pipe frame including cutting, fitting, alignment, 8 mm thick triangular stiffeners, fillet welding, grinding, erection in position, and all necessary accessories, consumables and workmanship complete as per approved drawings and direction of the Engineer.	kg	121660.40				

21.6	Supply, fabrication, and installation of 75 mm diameter galvanized steel pipe of approved grade and thickness, including cutting, welding, drilling, threading (where required), fittings, brackets, base plates, clamps, bolts, nuts, washers, and all necessary accessories. The rate shall include handling, transportation, erection, alignment, testing, tools, equipment, labour, and all incidental works required to complete the work in accordance with the approved drawings, specifications, and the Engineer's instructions.	rm	249.82				
21.7	Supply and installation of 12 mm diameter blind bolts for anchoring columns and railing bases, including all necessary drilling, hole preparation, tightening, alignment, and secure fixing, all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer..	Nos.	4476.00				
21.8	Providing and fixing 16 mm diameter, 600 mm long anchor bolts of approved quality, complete with nuts, washers, drilling, grouting/fixing, alignment, and all necessary accessories. The rate shall include all materials, labour, tools, equipment, and incidental works required for complete installation in accordance with the approved drawings, specifications, and the Engineer's instructions.	Nos.	1920.00				
22	ROOFING WORKS						
22.1	Providing and fixing 0.5 mm thick colored corrugated galvanized iron (CGI) sheet roofing of proper shape and size for the composite block structure, including all necessary J-bolts, U-bolts, nails, screws, nuts, washers, lap sealing, and flashing, complete in all respects and executed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer.	sqm	48.01				

22.2	Providing and laying traditional thatched roofing using locally available khar over a treated bamboo framework with chatai underlay for the composite block structure, including all necessary bamboo works, rope tying, fixing, cutting, lashing, structural framing, and finishing complete in all respects, all to be executed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer	sqm	196.66				
23	WOODEN PLASTIC COMPOSITE (WPC) WORKS						
23.1	Supplying and installation of WPC Co- Extrusion Decking having the size of 2800mm x 138mm x 23mm thick made from high class Wood Plastic Composite Panels made from 55% Wood 35% High grade polymer (HDPE) and 10% Additives like bonding stabilizer, UV stabilizer etc, and the material should follow few standards like Moisture resistance as per EN15534-1:2014, Abrasion Resistance 37.9mg/1000r as per ASTM D4060-14, Resistance to artificial weathering 4.5 grades of colorfastness, Bending strength 26.8 MPa as per EN15534-1:2014, Anti-slip property R10 as per DIN 51130-2014. It should be weather proof and suitable to be used in outdoor spaces with temperature ranging between -10 °C to 60 °C. WPC decking section should have bulk density of 1.35 g /cm ³ . The work shall include supplying all necessary clips DBK-16 and DBK-18 as starter clips and gap clips to complete the work as per the Architect/ Engineer's approval	sqm	4190.58				
24	ERECTION AND FABRICATION OF STEEL BRIDGE						
24.1	Providing, Fabricating, assembling and erecting structural steel components/ elements including nut, bolt, gusset plate, including shop drawings, facilities for inspection & testing and trial assembling all complete as per specification.	Kg	31910.53				

25	SALWOOD WORKS						
25.1	Providing, supplying, dressing, cutting, shaping, seasoning, preservative treatment, and fixing of first-class Salwood works of required sizes and profiles, including all necessary joinery, nails, screws, fittings, and accessories, complete as per drawings, specifications, and instructions of the Engineer. At Pergola, Direction and Information Board, Benches, Barrier post(100*100)	Cu.m	77.80				
26	ROPE WORK						
26.1	Providing and installation of 25 mm Synthetic rope double layer with necessary hook as per design , drawing and instruction all complete.	RM	7404.00				
26.2	Providing and installing 10 mm nylon rope/thread with 2-inch (50 mm) spacing both ways, for a shade structure complete work as per approved drawings, specifications and instructions of the engineer.	RM	2430.00				
27	GEO-TEXTILE AND GABION WORKS						
27.1	Laying and fixing of Geo-Textile all complete as per specification. Proving and laying of a geotextile filter between pitching and embankment slopes as per Drawing and Technical	Sq.m	7235.80				
27.2	Providing, assembling and laying mechanically woven heavily zinc coated, double twisted 100 mm X 120 mm hexagonal mesh type gabion structure (mesh wire 3 mm, selvage wire 3.9 mm, lacing wire 2.4 mm) for retaining earth including stretching; forming compartments; tying the sides and diaphragms with binding wire in each mesh; tying with bracing wires and tie wires; filling stone/boulder in gabion boxes/mattress including dressing, bedding, bonding and tying down the lid all complete as per specifications. [2 X 1 X 1 m (11 sqm) / 2 Cum].	Cu.m	3480.00				

27.3	Providing, assembling and laying mechanically woven heavily zinc coated, double twisted 100 mm X 120 mm hexagonal mesh type gabion structure (mesh wire 3 mm, selvage wire 3.9 mm, lacing wire 2.4 mm) for retaining earth including stretching; forming compartments; tying the sides and diaphragms with binding wire in each mesh; tying with bracing wires and tie wires; filling stone/boulder in gabion boxes/mattress including dressing, bedding, bonding and tying down the lid all complete as per specifications. [3X 1 X 1 m (16 sqm) / 3 Cum].	Cu.m	1800.00				
27.4	Providing, assembling and laying mechanically woven heavily zinc coated, double twisted 100 mm X 120 mm hexagonal mesh type gabion structure (mesh wire 3 mm, selvage wire 3.9 mm, lacing wire 2.4 mm) for retaining earth including stretching; forming compartments; tying the sides and diaphragms with binding wire in each mesh; tying with bracing wires and tie wires; filling stone/boulder in gabion boxes/mattress including dressing, bedding, bonding and tying down the lid all complete as per specifications. [1.5X 1 X 1 m (8 sqm) / 1.5 Cum].	Cu.m	900.00				
28	ROAD PAVEMENT WORKS						
28.1	Subgrade: Compacting original ground supporting sub-grade; Scarifying, Loosening of the ground upto a level of 500 mm below the sub-grade level, watered, graded and compacted in layers as per Drawing and Technical Specifications (SS-10.4)	cum	4176.30				
28.2	Subbase: Providing, laying, spreading, levelling and compaction of granular sub-base on prepared surface, mixing at OMC, and compacting to achieve the desired density, all complete as per drawings and Technical specifications (SS-12.1).	cum	4289.23				
28.3	Base: Providing and laying Crusher Run Macadam on a prepared surface, spreading and mixing, watering and compacting to form a layer of Base Course as per Drawing and Technical Specifications (SS-12.7). [Mix in place method, 45 mm down]	cum	1644.64				

28.4	Providing and spraying bituminous Prime Coat MC30/MC70 including cleaning the road surface using compressor, wire brushes, broom etc. before applying Prime Coat, all complete as per specification (SS-13.1) and instruction of Engineer.	ltr	10964.33				
28.5	Providing and spraying bituminous tack coat including cleaning the road surface using compressor, wire brushes, broom etc. before applying tack coat, all complete as per specification (SS-13.2) and instruction of Engineer.	ltr	10964.33				
28.6	Providing and laying open-graded premix carpet of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates as wearing course on a previously prepared base as per drawing and Technical Specifications . [Mechanical Means using hot mix plant]	cum	219.29				
28.7	Providing required material and Painting lines, dashes, arrows etc. on roads in two coats on new work with ready mixed road marking paint conforming to NS 408 / IS 164 on bituminous surface, including cleaning the surface of all dirt, dust and other foreign matter, demarcation at site and traffic control as per Drawing and Technical Specifications. Over 10 cm in width.	sqm	2192.87				
28.8	Providing and laying of M20 precast cement kerb 38cm*20cm*25cm (H*B*L) with 12mm thick 1:3 cement mortar bedding and joints including foundation excavation levelling but excluding foundation concrete for foundation or sand gravel material, all complete as per Drawing and Technical specifications.	Rm	7035.03				
29	RCC HUME PIPE						
29.1	Providing and Laying Reinforced cement concrete NP3 Flush jointed pipe for culverts including finishing with cement mortar 1:2 as per drawing and technical specifications (1200 mm internal diameter)	Rm	7.00				
30	MANHOLE COVER						
30.1	Providing and laying CI (Cast Iron) cover of size 600 × 600 mm, including supplying, transporting, positioning, and fixing the cover complete as per drawing, specifications, and instructions of the Engineer.	nos.	7.00				

30.2	Providing and Fixing of SMC/FRP Man hole Frame 570mm, cover 475 mm square, 5 tons Capacity frame 45mm th. Cover as per drawing specification and instruction.	nos.	7.00				
31	PLANTATION WORKS						
31.1	Colourful Planting Works Providing and planting approved species of colourful ornamental plants/shrubs in prepared soil at 150 mm c/c spacing on Buddha lotus pond area, including excavation, manure, watering, staking, trimming, maintenance, and all necessary materials and labour complete.	nos	16848.00				
31.2	Grass turfing works Providing and laying approved quality natural grass turf over prepared ground, including surface dressing, topsoil preparation, leveling, watering, rolling, trimming, and all labour, materials, tools, and incidentals complete as per the drawings and the Engineer's instructions.	Sq.m	58200.15				
31.3	Grass Hedging Works Providing and planting permanent hedges, including excavation of trenches 600 mm wide × 450 mm deep, backfilling with excavated earth mixed with farmyard manure at the rate of 4.65 m ³ per 100 m of hedge, supplying and planting hedge plants at 300 mm centre-to-centre, providing and fixing protective chicken wire mesh(1.5m high) fencing all necessary fittings, and maintaining the hedges for a period of one (1) year, including watering, weeding, pruning, replacement of dead plants, manuring, pest control, and all labour, materials, tools, equipment, and incidentals, complete in accordance with the drawings and specifications.	rm	162.00				

A	Trees Works Providing, transporting, and planting trees of specified species, types, and heights, including excavation of planting pits of required size, backfilling with approved topsoil mixed with farmyard manure and fertilizers, watering, staking and tying with suitable supports, mulching, tree guards where specified, replacement of dead or defective trees, maintenance during the establishment period, and all labour, materials, tools, equipment, transportation, and incidentals, complete in accordance with the drawings, specifications, and the Engineer's instructions.						
	31.4 Roystonea Regia, minimum height 2.0m	nos.	111.00				
	31.5 Anthocephalus Chinensis Walp, Min. Height-1.5m	nos.	148.00				
	31.6 Ficus Religiosa, Min. Height-1.5m	nos.	75.00				
	31.7 Mangifera Indica, Min. Height-1.5m	nos.	153.00				
	31.8 Albizia Julibrissin, Min. Height-1.5m	nos.	158.00				
	31.9 Peltophorum Pterocarpum, Min. Height-1.5m	nos.	131.00				
	31.10 Azadirachta Indica, Min. Height-1.5m	nos.	127.00				
	31.11 Dalbergia Sissoo, Min. Height-1.5m	nos.	195.00				
	31.12 Cassia Fistula, Min. Height-1.5m	nos.	186.00				
	31.13 Plumeria Obtusa Min. Height-1.5m	nos.	83.00				
	31.14 Plumeria Rubra, Min. Height-1.5m	nos.	96.00				

31.15	Saraca Asoca, Min. Height-1.5m	nos.	235.00				
B	SHURBS						
31.16	Hlibiscus Rosa- Sinensis, Minimum Height 1.0	nos.	260.00				
31.17	Bougainvillea spectabilis, Minimum Height 1.0	nos.	160.00				
31.18	Allamanda Cathartica, Minimum Height 1.0	nos.	430.00				
31.19	Nerium Oleander, Minimum Height 0.7m	nos.	1030.00				
31.20	Aucuba japonica, Minimum Height 0.5	nos.	4260.00				
31.21	Allamanda Violacea, Minimum Height 0.5	nos.	1910.00				
31.22	Jasminum laurifolium, Minimum Height 0.3	nos.	7000.00				
C	GROUND COVER						
31.23	Aloe Nyerensis	nos.	490.00				
31.24	Alpinia Purpurata	nos.	880.00				
31.25	Canna Dwarf	nos.	1420.00				
31.26	Clivia Miniata	nos.	710.00				
31.27	Hydrangea macrophylla	nos.	1800.00				
31.28	Spathiphyllum Clevelandii	nos.	1510.00				
31.29	Hemerocallis Yellow	nos.	3970.00				

31.30	Nelumbo nucifera	nos.	2780.00				
31.31	Iris Orientalis	nos.	5440.00				
31.32	Phragmites australis	nos.	10790.00				
32	MISCELLENEOUS WORKS						
32.1	Supplying high-density polyethylene (HDPE) PE 100 PN6 pipe of specified diameter 180mm conforming to NS/IS standards. Including drilling/perforating standard slots or holes for water ingress, transporting to the site, aligning, jointing, and laying in trenches at required slopes and levels. Work includes all necessary fittings, joints, labor, tools, and testing all complete as per drawing, specifications and instruction of Engineer.	sqm	258.50				
32.2	Supply and installation of 3mm thick polycarbonate plates in the pergola structure, cycle track shed, semi shaded walkways, including all necessary framing, fixing accessories, joint sealing, and alignments, to be executed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer	Sq.m	836.32				
32.3	Providing and laying 190X190mm aluminium extruded bars in the pergola structure, including all necessary cutting, fixing, alignment, and accessories, to be executed as per the drawings, technical specifications, and to the complete satisfaction of the Engineer as per drawing and technical specification.	m	303.60				
32.4	Supply, delivery and installation of Three meter high Brass casting Bajra (Vajra) statue/ornament of approved size, design and workmanship, including pedestal fixing, anchoring, transportation and all necessary accessories complete.	nos	1.00				

32.5	Providing, installing, testing, and commissioning of Water Fountain 2 (Five Nozzles). The scope of work includes the supply and installation of five (5) Geyser jet nozzles and one (1) 7.5 HP high-pressure submersible fountain pump. The filtration system comprises one (1) 700mm diameter top-mount filter, one (1) 1.5 HP basket filter pump, 175kg of filter sand (7 bags of 25kg each), and seven (7) plant room valves. Comprehensive plumbing work is included, utilizing UPVC pipes, fittings, and valves as a complete set. The electrical scope encompasses one (1) 7.5 HP pump control panel, five (5) 12V/18W RGB color lights, one (1) RGB CVD, and one (1) 12V/200W power supply, along with all necessary electrical materials such as conduit pipes, 4-core light cables, pump cables, fittings, and submersible tape. Additionally, one (1) stainless steel sump cover is to be provided. as per drawing and instruction of Engineer	nos	1.00				
32.6	Providing, installing, testing, and commissioning of Water Fountain (Seven Nozzles - Musical Pattern System).The scope of work includes the supply and installation of seven (7) Geyser jet nozzles and a compatible high-pressure submersible fountain pump system (equipped with VFDs for dynamic, synchronized water control). The filtration system comprises one (1) properly sized top-mount sand filter (approx. 800mm Ø), one (1) 2.0 HP basket filter pump, adequate filter media (sand), and necessary plant room valves. Comprehensive plumbing work is included, utilizing heavy-duty UPVC pipes, fittings, and valves as a complete set. The electrical and control scope encompasses one (1) Musical Fountain Control Panel with a DMX controller for audio-visual synchronization, seven (7) DMX-controllable 12V/18W RGB submersible lights, an appropriate 12V power supply, and all necessary electrical materials (conduit pipes, multi-core waterproof light/pump cables, IP68 fittings, and submersible tape) as per drawing and instruction of Engineer	nos	2.00				

32.7	Providing, installing, testing, and commissioning of Waterbody No-1 (Geyser Jet Fountain). The scope of work includes the supply and installation of one (1) 32mm Geyser Jet nozzle (Brass or Stainless Steel), one (1) 1 HP submersible high-pressure fountain pump, one (1) 400mm diameter top-mount sand filter complete with 50kg of filter sand, and one (1) 0.75 HP pump for the filter system. The work encompasses all necessary electrical and plumbing (EL + PL) materials, including PVC/HDPE pressure piping embedded below the fountain. Electrical components include one (1) pump starter panel, four (4) RGB multi-color lights with stainless steel light stands, one (1) RGB power supply, one (1) RGB CVD, and one (1) stainless steel pump cover. The rate shall be inclusive of all materials, labor, installation, testing, and commissioning required to deliver a fully functional fountain system as per the drawing and instruction of the Engineer.	nos	1.00				
32.8	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.	nos	108.00				
32.9	Providing and fixing a metal name plate of approved size and design on the main gate, including customized engraving with content to be finalized by the Engineer, along with all necessary fixing accessories and installation complete in all respects, all to be executed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer	nos	2.00				

32.10	Providing and fixing decorative copper Peepal leaf motifs of approved design and finish on the main gate, including fabrication, surface treatment, necessary fixing hardware, and installation complete in all respects, all to be executed in strict accordance with the drawings, technical specifications, and to the complete satisfaction of the Engineer	nos	20.00				
32.11	Providing and fixing traditional prayer flags consisting of colourful rectangular cloth pieces printed/inscribed with sacred mantras, prayers and religious symbols, including stitching, arrangement, tying, supporting ropes, fasteners and all necessary materials, labour and accessories, complete as per drawings, specifications and instructions of the Engineer.	rm	472.00				
32.12	Synthetic tensile Roofing work: Providing and installing PVC-coated tensile fabric roofing membrane over space truss, manufactured from high-strength polyester (PES) base fabric with PVC coating and double-sided PVDF protective finish (PVDF/PVDF S2), having a weight of 950 gsm, thickness of 0.75 mm, minimum tensile strength of 550/550 daN/5 cm (warp/weft), minimum tear strength of 80/60 daN (warp/weft), adhesion strength of approximately 20-30 N/10 mm (10-15 daN/5 cm), in off white colour with low visible light transmittance of approximately 4–8% and low solar transmittance of approximately 6% as per EN 410, possessing high durability, dimensional stability and low maintenance characteristics, resistant to weathering, UV exposure, heat and cold, with fire performance classified as C-s2,d0 in accordance with EN 13501-1, complete with all necessary accessories and installation over the supporting space truss, all complete in accordance with the manufacturer's specifications, approved shop drawings and as directed by the Engineer.	sqm	2488.00				

32.13	Supply and installation of UV-stabilized HDPE knotless cricket practice net (jali) for indoor cricket pitch, complete with reinforced edges, border rope, hooks, clamps, cable ties, and all necessary fixing accessories. The rate shall include all materials, labour, transportation, cutting, stitching (where required), installation, testing, tools, equipment, and all incidental works necessary to complete the work in accordance with the approved drawings, specifications, and the Engineer's instructions.	sqm	614.17				
32.14	Providing and fixing high-quality artificial cricket pitch matting suitable for cricket court/pitch, comprising durable synthetic cricket turf with suitable backing, designed to provide consistent ball bounce, adequate grip and safe player movement. The mat shall be UV-resistant, weather-resistant, wear-resistant and suitable for indoor/outdoor use as applicable, including proper joining, edge finishing, anchoring/fixing and all necessary accessories. Complete installation over the prepared base, including cutting, fitting, alignment and finishing, all complete as per approved samples, manufacturer's specifications, drawings and Engineer's instructions.	sqm	82.13				
32.15	Supply, fabrication, and installation of a 4.5m x 6.5m x 6.5m sitting Buddha statue, constructed with a heavy-duty 5-layer fiber-reinforced plastic (FRP) shell, treated with UV-resistant polyurethane paint, and supported by an internal anti-rust engineered structural steel armature, including brick masonry wall and RCC platform all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer.	Nos.	1.00				

32.16	Supply, fabrication, sectional assembly, and installation of a 5.0m (length) x 1.0m (width) x 1.3 m (height) sleeping (reclining) Buddha statue, constructed with a heavy-duty, weather-resistant 5-layer fiber-reinforced plastic (FRP) shell, finished with premium UV-stabilized polyurethane automotive-grade paint, and structurally integrated onto an engineered internal anti-rust galvanized structural steel truss armature including brick masonry wall and RCC platform system all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer.	Nos.	1.00				
D	Sanitary and Water Supply Works						
35.1	Supply and installation of Commode of approved make White glazed earthenware close coupled European Water Closet set with standard Bakelite seat cover, nylon connector pipe complete with testing and ready for operation. Sanitary ware: Hindware/Parryware or Equivalent CP fixtures: Hindware/Parryware / Jaguar or equivalent SWR pipe:Aajaya/ Marvel / Supreme or equivalent Water supply pipe and fitting: Aajaya / Raksya / Astral / Ashirbad or equivalent	Set	28.00				
35.2	Supply and installation of Disb. Commode of approved make White glazed earthenware close coupled European Water Closet set with standard Bakelite seat cover, nylon connector pipe complete with testing and ready for operation.	Set	7.00				
35.3	Providing and fixing in position 580 mm size Orissa Pan Hind ware Special or Parry ware Special or equivalent Chinaware Flat Pan with 10 liters capacity white glazed flushing cistern including CP flushing bend, CP angle valve, CP connector, flushing valve, seat cover connection to water and soil lines all complete with testing and ready for operation as per drawings, specifications and instruction	Set	14.00				

35.4	Supply and installation of 50.6cm X 46cm white glazed porcelain clay wall hung wash basin with pedestal central hole Porcelain clay white glaze Wash basin with Pedestal and Prismatic Pillarcock and ready for operation. Sanitary ware : Hindware/Parryware or Equivalent.CP fixtures : Hindware/Parryware / Jaguar or equ.Water supply pipe and fitting :Aajay / Raksya / Astral / Ashirbad or equivalent.	Set	7.00				
35.5	Supply and installation of 42.2cm X 60 cm white glazed porcelain clay Under Counter wash basin with Porcelain clay white glaze Under Counter Wash basin with prismatic pillar cock with testing and ready for operation.	Set	28.00				
35.6	Porcelain clay white glaze Large flat back urinal size 61x41x38cm with 32mm CP bottle trap all complete with testing and ready for operation.	Set	14.00				
35.7	Supply and installation of Providing and fixing in position C.P. Grab Bar European pattern 450mm long of holder Jaguar or equivalent.	Set	7.00				
35.8	Supply and installation of Providing and fixing in position C.P. Grab Bar European pattern 600mm long European Pattern or equivalent	Set	7.00				
35.9	Supply and installation of Providing and fixing in position C.P. Grab Bar European pattern 600mm long bend European Pattern or equivalent	Set	7.00				
35.10	Winston wall Bib cock (Tap) Model (FFAST702-000500BF0)	set	14.00				
35.11	15mm C.P. water spray with 1.2m long flexible pipe.	Nos.	35.00				
35.12	Chrome plated (C.P.) toilet paper holder	Nos.	49.00				
35.13	Chrome plated Sava Soap dish (heavy type)	Nos.	35.00				
35.14	Chrome plated Sava Towel Rod 24"x½" model (FFAS6588-908500BF0)	Nos.	35.00				

35.15	15mm diameter angle valve with wall flange.	Nos.	84.00				
35.16	450mm X 600mm looking mirror (Modiguard, or equivalent)	Nos.	35.00				
35.17	PVC multifloor trap /floor trap with cockroach trap	Nos.	63.00				
35.18	15mm C.P. flush cock push type & Speeder	Nos.	14.00				
35.19	80cm X 36.5cm X 14cm thick white glazed earthenware urinal partition all complete .	Nos.	14.00				
35.20	Providing and fixing in position vertical/Horizontal cylinder S.S.Water tank of Syntex/nepatop or equivalent make 1000ltrs capacity with required supports including hoisting ,fixing with necessary connection all complete with testing and ready for operation as per drawings ,specifications as approved by site engineer all complete.	Nos.	7.00				
35.21	Supply and installation of Providing and fixing in position 1.50 H P Electric motor pump with base plate nuts, bolts etc. Set	Nos.	7.00				

35.22	Supply and installation of Chlorinated Poly-Vinyl Chloride (CPVC) pipes (SDR 11 in CTS)(for Cold water Supply & Hot water Supply and Hot water retune pipe) conforming to IS 15778 from 15 mm to 50 mm .Schedule 80 Pipes to be used from 65 mm to 150 mm Confirming ASTM-441.Pipe shall be joined using solvent welded CPVC fitting i.e. Tees, Elbows, Couplers Unions, Reducers,Brushings etc. including transition fittings (connection between CPVC and metal pipe i.e.. brass adaptors both male and female threaded) shall conform to ASTMD -2846, with only CPVC solvent cement conforming to ASTM -F 493 ,All CPVC pipe and fitting must be NSF-14 and NSF-61 certified. With fabricated and subsequently clam/structural steel support as required/directed as site including cutting chases and fitting the same with cement concrete /cement mortar asquired .All termination points for installation of faucet shall have brass termination fitting all complete including testing at hydraulic pressure of 10 kg/sq.cm. after installation as per drawings, specifications and ready for operation. Internal 20mm dia. CPVC pipe	RM	120.00				
35.23	Internal 25mm dia. CPVC pipe	RM	30.00				
35.24	Internal 32mm dia. CPVC pipe	RM	30.00				
35.25	Supply and installation of forged brass lever operator valve of full flow with forged brass ball (Machine and mirror smooth finish with hard chrome plated) and spindle with setting and gland of superior quality having minimum working pressure of 10 kg all complete. Internal 25mm dia. ball valve.	Nos.	12.00				
35.26	Internal 32mm dia. ball valve.	Nos.	12.00				

35.27	Providing fixing jointing and commissioning of UV stabilised UPVC pipes Type -B as per IS 13595 to soil,waste , vent and rain ,including all fittings As per IS:14735 with or without access i.e bend junctions, cowls, offsets, couplers, connectors,heavy duty metal clamps .with rubber seal/ clips/ holders etc and jointing with heavy duty sovent cement ,complete as per specification including making holes cutting grooves on wall or floors and repairing the same to its orgiobal finish .Pipe to be installed on wall or floor or duct or trench or hung to the ceiling as per drawing specification manufactures recommendation instruction .cleaning of the system testing and ready for operation.The rate shall include for all labour and materials required.The measurement shall be done for running meter fitting etc not payable seperately. uPVC Pipe 50 mm dia As per IS13592 & fitting as per IS 14735. (SOIL, WASTE PIPE LINES)	RM	41.00				
35.28	uPVC Pipe 75 mm dia As per IS13592 & fitting as per IS 14735. (SOIL, WASTE PIPE LINES)	RM	132.00				
35.29	uPVC Pipe 110 mm dia As per IS13592 & fitting as per IS 14735. (SOIL, WASTE PIPE LINES)	RM	176.00				
35.30	Supply and installation of HDPe -Double wall Corrugated pipe (DWC) (SN8) with all necessary fitting including excavation for laying the pipe in the trench, 100mm thick sand bedding, testing of joints and backfilling of soil all complete as per drawings, specifications and acceptance of engineer-in-charge. Supply and installation of 150 mm HDPe -Double -wall Corrugated Pipe (DWC)(SN8).	RM	44.00				
35.31	Supply of Anaerobic Sewage Treatment Plant PWTS Series 6 KLD, with Model No. (PWTS-AM-600-01) (2070 mm Dia X 2510 mm Height) inlet/outlet 100 mm X Vent 50 mm , BOD reduction upto 70%, ISO Certified, UL certified. Make: SINTEX	Nos	7.00				

E	ELECTRICAL WORKS						
36.1	Supply, Installation, testing and commissioning of 7-metre-high single-arm decorative spun tapered aluminum street lighting pole manufactured from extruded Aluminum Alloy 6063-T6 with a minimum wall thickness of 4.0 mm, 180 mm bottom diameter and 76 mm top diameter, complete with a 350 × 350 × 25 mm cast aluminum base plate, 1.0 m long single tapered curved outreach arm with 60 mm spigot for mounting one LED street light luminaire, weatherproof hand hole located approximately 300 mm above the base fitted with a tamper-resistant anti-theft access cover comprising a heavy-duty steel security plate (obround opening approximately 80 mm. × 140 mm) with vandal-resistant stainless steel fasteners, cable entry provision and earthing terminal, four (4) hot-dip galvanized M24 × 750 mm anchor bolts with double nuts, flat washers, spring washers and steel locating template, decorative two-piece base cover, pole cap, name plate, stainless steel mounting hardware and all necessary accessories. The pole shall be designed to withstand a minimum wind speed of 160 km/h, finished with clear anodizing or polyester powder coating of minimum 80 µm thickness, and shall include complete installation comprising erection, alignment, plumbing, fixing on anchor bolts, leveling, earthing, testing and commissioning, complete in all respects as directed by the Engineer.	Nos.	60.00				

36.2	Supply, Installation, testing and commissioning of 7-metre-high double-arm decorative spun tapered aluminum street lighting pole manufactured from extruded Aluminum Alloy 6063-T6 with a minimum wall thickness of 4.0 mm, 180 mm bottom diameter and 76 mm top diameter, complete with a 350 × 350 × 25 mm cast aluminum base plate, 1.0 m long single tapered curved outreach arm with 60 mm spigot for mounting one LED street light luminaire, weatherproof hand hole located approximately 300 mm above the base fitted with a tamper-resistant anti-theft access cover comprising a heavy-duty steel security plate (obround opening approximately 80 mm. × 140 mm) with vandal-resistant stainless steel fasteners, cable entry provision and earthing terminal, four (4) hot-dip galvanized M24 × 750 mm anchor bolts with double nuts, flat washers, spring washers and steel locating template, decorative two-piece base cover, pole cap, name plate, stainless steel mounting hardware and all necessary accessories. The pole shall be designed to withstand a minimum wind speed of 160 km/h, finished with clear anodizing or polyester powder coating of minimum 80 µm thickness, and shall include complete installation comprising erection, alignment, plumbing, fixing on anchor bolts, leveling, earthing, testing and commissioning, complete in all respects as directed by the Engineer.	Nos.	8.00				
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36.3	Supply, installation, testing and commissioning of 90 W LED street light luminaire suitable for operation on 110–270 V AC, 50 Hz supply, complete with pressure die-cast aluminium housing, high-efficiency LED module, UV-stabilized toughened glass diffuser, integral non-dimmable constant current LED driver, power factor not less than 0.90, total harmonic distortion (THD) less than 10%, colour rendering index (CRI) not less than 70, system luminous efficacy not less than 130 lm/W, surge protection device (SPD) of minimum 10 kV, ingress protection rating of IP66 and impact protection rating of IK09. The luminaire shall have a minimum rated life of 50,000 burning hours (L70), suitable for mounting on a 60 mm diameter spigot with adjustable mounting arrangement, complete with stainless steel hardware, terminal block, internal wiring, gaskets, cable gland, all fixing accessories and mounting brackets. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), and IS 16108, or equivalent international standards, and shall be supplied with a minimum 5-year comprehensive manufacturer's warranty. The item shall include all necessary materials, fixing, testing, commissioning and satisfactory operation, complete in all respects as approved by the Engineer.	Nos.	76.00				
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36.4	Supply, installation, testing and commissioning of 12 m high mast lighting system comprising a hot-dip galvanized octagonal/tapered polygonal steel mast manufactured from high tensile steel conforming to IS 2062 Grade E250/E350 or equivalent, designed to withstand a minimum wind speed of 180 km/h, complete with base plate, anchor bolts, foundation template, service door, internal wiring, earthing terminal, corrosion protection, and all necessary accessories. The mast shall be provided with a fixed or lowering type luminaire carriage (as specified), complete with mounting brackets for luminaires. The system shall be fitted with four (4) Nos. 150 W LED flood light luminaires suitable for 110–270 V AC, 50 Hz operation, having pressure die-cast aluminium housing, high-efficiency LED modules, toughened glass cover, non-dimmable constant current driver, power factor ≥ 0.95, luminous efficacy ≥ 140 lm/W, IP66, IK10, THD $<10\%$, CRI ≥ 70, SPD 10 kV minimum, CCT 4000–5700 K, and minimum 50,000 hours rated life (L70), complying with IS 10322 (Part 5/Section 5), IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, or equivalent IEC standards. The mast shall include a weatherproof feeder pillar/control box with MCB, contactor, astronomical timer, surge protection, terminal blocks, earthing arrangement, internal FRLS copper wiring, cable glands, stainless steel fasteners, and all mounting hardware. The item shall include complete civil and electrical installation, erection using suitable lifting equipment, alignment, grouting, earthing, testing, commissioning, and handing over in all respects, complete with a minimum 5-year manufacturer's warranty for the LED luminaires and all accessories, as approved by the Engineer.	Nos.	2.00				
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36.5	Supply, installation, testing and commissioning of 3-metre-high lantern-type LED post-top mild steel pole complete with 30 W LED luminaire, the pole fabricated from circular MS pipe in two sections (as per approved drawing)—bottom section (minimum 114 mm dia., 1000–1500 mm height) and top section (minimum 76 mm dia., 1500–2000 mm height)—with a decorative cast iron cone at the section joint, and finished with shot blasting, epoxy primer, and UV-resistant PU/polyester powder coating. The luminaire shall be made of cast iron or aluminium housing with a polycarbonate diffuser, having a minimum luminous efficacy of 120 lm/W, suitable for 100–277 V AC, 50 Hz operation, with a high-efficiency, flicker-free LED driver of constant current/voltage type, IP66 protection, IK07 impact rating, PF $\geq$ 0.95, THD $\leq$ 10%, CRI $\geq$ 70, CCT 4000 K, and surge protection 4 kV (driver) + 10 kV (SPD). LEDs shall be mounted on an MC PCB with aluminium heat sink, and the driver shall be prewired with 2.5 sq.mm copper cable, 6A SP MCB, earthing provision, and terminal block in junction box. The pole shall be of flange base type with foundation bolts and complete accessories. Designed as per the approved client/consultant requirements and manufactured in accordance with the approved make list specified in the technical specifications.	Nos.	250.00				
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36.6	Supply, installation, testing and commissioning of 3-metre-high LED post-top mild steel pole complete with 30 W LED luminaire, the pole fabricated from circular MS pipe in two sections (as per approved drawing)—bottom section (minimum 114 mm dia., 1000–1500 mm height) and top section (minimum 76 mm dia., 1500–2000 mm height)—with a decorative cast iron cone at the section joint, and finished with shot blasting, epoxy primer, and UV-resistant PU/polyester powder coating. The luminaire shall be made of cast iron or aluminium housing with a polycarbonate diffuser, having a minimum luminous efficacy of 120 lm/W, suitable for 100–277 V AC, 50 Hz operation, with a high-efficiency, flicker-free LED driver of constant current/voltage type, IP66 protection, IK07 impact rating, PF ≥ 0.95, THD ≤ 10%, CRI ≥ 70, CCT 4000 K, and surge protection 4 kV (driver) + 10 kV (SPD). LEDs shall be mounted on an MC PCB with aluminium heat sink, and the driver shall be prewired with 2.5 sq.mm copper cable, 6A SP MCB, earthing provision, and terminal block in junction box. The pole shall be of flange base type with foundation bolts and complete accessories. Designed as per the approved client/consultant requirements and manufactured in accordance with the approved make list specified in the technical specifications.	Nos.	100.00				
36.7	7. Supply , Installation, Testing, and Commissioning of 12 Watt high-quality LED spike light, made of die-cast aluminium housing with corrosion-resistant powder-coated finish, complete with high-efficiency LEDs, in-built driver. The luminaire shall have a minimum luminous efficacy of 80 lm/W and operate on 100–277V AC, 50 Hz supply with a high-efficiency flicker-free LED driver of constant current/voltage type, IP66 protection, IK07 impact rating, CCT 4000K, PF ≥ 0.95, and THD ≤ 10%. The fixture shall include a durable spike mounting system suitable for outdoor ground installation and be pre-wired up to the terminal Box. Designed as per the approved client/consultant requirements and manufactured in accordance with the approved make list specified in the technical specifications.	Nos.	220.00				

36.8	Supply, installation, testing and commissioning of 15 W LED bollard light suitable for outdoor pathway, landscape, garden, park, plaza and pedestrian area lighting, operating on 110–270 V AC, 50 Hz. The bollard shall be manufactured from heavy-duty extruded aluminium alloy with corrosion-resistant polyester powder-coated finish, UV-stabilized polycarbonate or tempered tempered glass diffuser, and an overall height of 900–1000 mm above finished ground level. The luminaire shall be equipped with a high-efficiency LED module and an integral non-dimmable constant current driver, delivering a system luminous efficacy of not less than 120 lm/W, with power factor ≥ 0.90, THD $< 10\%$, CRI ≥ 80, CCT 3000 K/4000 K/5700 K (as specified by the Engineer), IP66 ingress protection, IK08 impact protection, minimum 6 kV surge protection (SPD), and a minimum rated life of 50,000 burning hours (L70). The bollard shall be complete with die-cast aluminium base, base plate, anchor bolts, terminal block, cable gland, stainless steel fasteners, internal wiring, mounting hardware and all necessary accessories. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and relevant IEC 60598 standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete installation on the prepared foundation, electrical connections, earthing, testing and commissioning, complete in all respects as approved by the Engineer.	Nos.	150.00				
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36.9	Supply, installation, testing and commissioning of a decorative 15 W LED bollard light with integrated weatherproof speaker, suitable for outdoor landscape, pathway, garden area lighting, operating on 110–270 V AC, 50 Hz. The bollard shall be manufactured from heavy-duty extruded aluminium alloy with corrosion-resistant polyester powder-coated finish, UV-stabilized polycarbonate or tempered glass diffuser, and a minimum height of 900–1000 mm above finished ground level. The LED luminaire shall have a rated power of 15 W, system luminous efficacy of ≥ 100 lm/W, power factor ≥ 0.90, THD $< 15\%$, CRI ≥ 80, CCT 3000 K/4000 K, IP66 IK08 or higher, SPD minimum 4 kV, and a minimum rated life of 50,000 hours (L70). The integrated speaker shall be weatherproof with a minimum output power of 20 W RMS, suitable for 100 V line or low-impedance (8Ω) public address/background music systems as specified, with a frequency response of approximately 100 Hz–20 kHz, weather-resistant cone, and concealed wiring arrangement. The bollard shall be complete with base plate, anchor bolts, internal terminal block, cable gland, stainless steel fasteners, mounting hardware, foundation template, and all accessories required for installation. The item shall include complete fixing on concrete foundation, wiring connections, earthing, testing, commissioning and satisfactory operation, complying with relevant IS/IEC standards for LED luminaires and loudspeakers, complete with a minimum 5-year manufacturer's warranty for the LED luminaire and 5-year warranty for the speaker, or as specified by the client, complete in all respects as approved by the Engineer.	Nos.	30.00				
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36.10	Supply, installation, testing and commissioning of IP66 LED Flexible Neon Light suitable for outdoor architectural, landscape, façade, cove, bridge, pathway and decorative lighting applications, comprising high-quality UV-resistant flexible silicone neon housing with continuous dot-free illumination and high-efficiency LED light source. The LED neon light shall be suitable for operation on 220–240 V AC, 50 Hz, with a rated power consumption of 10–15 W per metre, system luminous efficacy of not less than 100 lm/W, CRI ≥ 80, power factor ≥ 0.90, CCT 3000 K/4000 K, minimum beam angle of 120°, IP66, UV and weather resistance, operating temperature of –20°C to +50°C, and a minimum rated life of 50,000 burning hours (L70). The neon light shall be capable of bending in the specified direction (top bend or side bend), with a minimum bending radius as recommended by the manufacturer, and shall be complete with end caps, waterproof connectors, power feed cable, mounting clips, fixing accessories, driver, cable terminations, and all necessary accessories for complete installation. The product shall comply with relevant IEC 60598, IS 10322, and applicable IS/IEC standards for LED luminaires and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include cutting to required lengths, fixing, wiring, testing, commissioning and satisfactory operation, complete in all respects as approved by the Engineer.	Mtr	1400.00				
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36.11	Supply, installation, testing and commissioning of 18 W LED Foot Light (Brick Size) suitable for recessed mounting in masonry walls, boundary walls, landscape retaining walls, staircases, pathways, pedestrian walkways and outdoor architectural lighting, operating on 110–270 V AC, 50 Hz. The luminaire shall be of standard brick size (approximately 230 mm × 115 mm × 75 mm) or compatible with a standard masonry brick opening, and shall be manufactured from pressure die-cast aluminium housing with corrosion-resistant polyester powder-coated finish, UV-stabilized tempered glass diffuser, high-efficiency LED module and integral non-dimmable constant current driver. The luminaire shall have a system luminous efficacy of not less than 120 lm/W, power factor ≥ 0.90, THD < 10%, CRI ≥ 80, CCT 3000 K/4000 K/5700 K (as specified), asymmetric downward light distribution for glare-free pathway illumination, IP66 ingress protection, IK08 impact resistance, minimum 4 kV surge protection (SPD), and a minimum rated life of 50,000 burning hours (L70). The luminaire shall be supplied complete with recessed mounting box, stainless steel fasteners, terminal block, cable gland, internal wiring, fixing accessories and all necessary hardware. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and relevant IEC 60598 standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete installation, wiring connections, alignment, testing and commissioning, complete in all respects as approved by the Engineer.	Nos.	1050.00				
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36.12	Supply, installation, testing and commissioning of decorative LED Bauble Lights specially designed for Bodhi tree illumination, suitable for outdoor decorative . The bauble light shall consist of a weatherproof spherical diffuser manufactured from UV-stabilized opal polycarbonate or acrylic with a diameter of 150–250 mm (as specified), fitted with an energy-efficient 4–6 W LED light source operating on 110–270 V AC, 50 Hz. The luminaire shall have a system luminous efficacy of not less than 80 lm/W, power factor ≥ 0.90, CRI ≥ 80, THD $< 10\%$, CCT 3000 K , IP65 , IK08 impact resistance, UV-resistant housing, corrosion-resistant suspension fittings, and a minimum rated life of 50,000 burning hours (L70). Each bauble light shall be complete with stainless steel suspension wire, adjustable hanging kit, waterproof cable, weatherproof connectors, cable glands, mounting accessories, and all necessary hardware for installation on tree branches without causing damage to the tree. The luminaire shall comply with relevant IEC 60598 and applicable IS/IEC standards and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete installation, wiring, suspension, testing and commissioning, complete in all respects as approved by the Engineer.	Mtr	10.00				
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36.13	Supply, installation, testing and commissioning of 12 W LED Outdoor Spot Light suitable for landscape, architectural façade, monument, tree, sculpture and accent lighting applications, operating on 110–270 V AC, 50 Hz. The luminaire shall be manufactured from pressure die-cast aluminium housing with corrosion-resistant polyester powder-coated finish, high-transmittance tempered glass lens, high-efficiency LED module, and integral non-dimmable constant current driver. The luminaire shall have a system luminous efficacy of not less than 80 lm/W, power factor ≥ 0.90, THD $< 10\%$, CRI ≥ 80, CCT 3000 K/4000 K, and beam angle of 15°, 24°, or 36° (as specified). The luminaire shall provide IP66, IK08, minimum 6 kV SPD, and a minimum rated life of 50,000 burning hours (L70). The luminaire shall be complete with an adjustable stainless steel mounting bracket allowing vertical and horizontal aiming, weatherproof cable gland, minimum 1.0 m outdoor-grade flexible cable, stainless steel fasteners, terminal connectors, mounting hardware and all necessary accessories for complete installation. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and relevant IEC 60598 standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete installation, alignment, wiring, testing and commissioning, complete in all respects as approved by the Engineer	Nos.	30.00				
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36.14	Supply, installation, testing and commissioning of 15 W LED Outdoor Spot Light suitable for landscape, architectural façade, monument, tree, sculpture and accent lighting applications, operating on 110–270 V AC, 50 Hz. The luminaire shall be manufactured from pressure die-cast aluminium housing with corrosion-resistant polyester powder-coated finish, high-transmittance tempered glass lens, high-efficiency LED module, and integral non-dimmable constant current driver. The luminaire shall have a system luminous efficacy of not less than 80 lm/W, power factor ≥ 0.90, THD $< 10\%$, CRI ≥ 80, CCT 3000 K/4000 K, and beam angle of 15°, 24°, or 36° (as specified). The luminaire shall provide IP66, IK08, minimum 6 kV SPD, and a minimum rated life of 50,000 burning hours (L70). The luminaire shall be complete with an adjustable stainless steel mounting bracket allowing vertical and horizontal aiming, weatherproof cable gland, minimum 1.0 m outdoor-grade flexible cable, stainless steel fasteners, terminal connectors, mounting hardware and all necessary accessories for complete installation. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and relevant IEC 60598 standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete installation, alignment, wiring, testing and commissioning, complete in all respects as approved by the Engineer.	Nos.	30.00				
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36.15	Supply, installation, testing and commissioning of 20 W LED Outdoor Spot Light suitable for landscape, architectural façade, monument, tree, sculpture and accent lighting applications, operating on 110–270 V AC, 50 Hz. The luminaire shall be manufactured from pressure die-cast aluminium housing with corrosion-resistant polyester powder-coated finish, high-transmittance tempered glass lens, high-efficiency LED module, and integral non-dimmable constant current driver. The luminaire shall have a system luminous efficacy of not less than 80 lm/W, power factor ≥ 0.90, THD $< 10\%$, CRI ≥ 80, CCT 3000 K/4000 K, and beam angle of 15°, 24°, or 36° (as specified). The luminaire shall provide IP66 , IK08 , minimum 6 kV SPD, and a minimum rated life of 50,000 burning hours (L70). The luminaire shall be complete with an adjustable stainless steel mounting bracket allowing vertical and horizontal aiming, weatherproof cable gland, minimum 1.0 m outdoor-grade flexible cable, stainless steel fasteners, terminal connectors, mounting hardware and all necessary accessories for complete installation. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and relevant IEC 60598 standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete installation, alignment, wiring, testing and commissioning, complete in all respects as approved by the Engineer-in-Charge.C15	Nos.	20.00				
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36.16	Supply, installation, testing and commissioning of 20 W LED Profile Light suitable for outdoor architectural façade, landscape, cove, parapet, bridge, monument and decorative lighting applications, operating on 110–270 V AC, 50 Hz. The luminaire shall comprise a high-quality UV-resistant rigid PVC profile with opal/frosted diffuser, high-efficiency LED module, and integral non-dimmable constant current LED driver. The profile shall provide continuous, glare-free linear illumination with a system luminous efficacy of not less than 110 lm/W, power factor ≥ 0.90, THD $< 10\%$, CRI ≥ 80, CCT 3000 K/4000 K, and a beam angle of approximately 120°. The luminaire shall have IP66 , IK08 , minimum 4 kV SPD, UV and weather-resistant construction, and a minimum rated life of 50,000 burning hours (L70). The PVC profile shall be supplied in standard lengths (typically 1.0 m) complete with end caps, mounting clips, stainless steel fasteners, waterproof connectors, cable glands, power feed cable, fixing accessories, and all necessary hardware for complete installation. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and relevant IEC 60598 standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete fixing, wiring, testing and commissioning, complete in all respects as approved by the Engineer.	Nos.	15.00				
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36.17	Supply, installation, testing and commissioning of 100 W LED Flood Light suitable for outdoor illumination of sports courts, landscapes, monuments, operating on 110–270 V AC, 50 Hz. The luminaire shall be manufactured from pressure die-cast aluminium housing with corrosion-resistant polyester powder-coated finish, high-transmittance toughened tempered glass, high-efficiency LED module, and integral non-dimmable constant current LED driver. The luminaire shall have a system luminous efficacy of not less than 130 lm/W, power factor ≥ 0.90 , THD $< 10\%$, CRI ≥ 70 , surge protection device (SPD) of minimum 10 kV, IP66 , IK08 , CCT 3000 K/4000 K, and a minimum rated life of 50,000 burning hours (L70). The flood light shall be provided with a heavy-duty adjustable powder-coated steel/aluminium mounting bracket for vertical and horizontal aiming, stainless steel fasteners, weatherproof cable gland, minimum 1.0 m outdoor flexible cable, terminal connector, and all necessary mounting accessories. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, relevant IEC 60598 standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete installation, alignment, wiring, testing and commissioning, complete in all respects as approved by the Engineer.	Nos.	15.00				
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36.18	Supply, installation, testing and commissioning of an outdoor 63 A Feeder Pillar Panel (FPP) suitable for 415 V, 3-phase, 4-wire, 50 Hz AC supply, fabricated from 2.0 mm thick CRCA sheet steel (minimum) with floor-mounted, weatherproof, dustproof, vermin-proof and lockable construction having a minimum degree of protection of IP55. The enclosure shall be polyester powder-coated (minimum 80 µm thickness) and provided with canopy, neoprene door gasket, gland plate, cable entry arrangement, ventilation louvers with insect-proof mesh, lifting hooks, base frame and all necessary hardware. The panel shall comprise one (1) No. 63 A, 4-Pole MCCB incomer of minimum 25 kA breaking capacity with rotary operating handle, electrolytic copper phase, neutral and earth busbars of adequate current rating, 6 A SP MCB outgoing feeders and 16 A SP MCB outgoing feeders (quantity as per drawings/BOQ schedule), complete with terminal blocks, Type II Surge Protection Device (SPD), digital multifunction energy meter (where specified), RYB phase indicating lamps with control fuse, voltmeter with selector switch, ammeter with selector switch and current transformers (where specified), neutral link, earth bar, ferruled internal FRLS copper wiring, engraved labels, danger notice plate, cable glands, stainless steel hardware and all necessary accessories. The feeder pillar panel shall conform to IEC 61439-2, IS/IEC 60947, and other relevant IS/IEC standards. The item shall include complete installation, cable termination, earthing, testing, commissioning and satisfactory operation, complete in all respects as approved by the Engineer.	Nos.	10.00				
36.19	Supply, installation, testing, and commissioning of outdoor solar floor lighting in cycle track and walking deck in Zone C units with a 3000K warm white color temperature for walking decks and walkways, including all necessary embedded housings, waterproof conduits, solar modules, internal batteries, fixing accessories, and alignment, all complete as per drawings, specifications and instructions as well as satisfaction to the Engineer	Set	266.00				

36.20	Indoor Light Supply, installation, testing, and commissioning of Light Point Wiring from the designated Distribution Board (DB) to light points using 2 × 2.5 sq.mm FRLS copper conductor wires with 2.5 sq.mm earth continuity conductor, drawn through 20 mm heavy-duty PVC conduit, complete with modular switches, metal flush boxes, switch plates, junction boxes, conduits, fittings, and all necessary accessories, conforming to relevant IS/IEC/BS standards. The rate shall include circuit wiring from the DB to the first light point/control switch and looping between switches and light points for one-way or two-way control, as shown in the approved drawings. No cable joints shall be permitted except at switch boxes and light fixtures. The item shall include metal box, modular switch, wiring, installation, testing, and commissioning, complete in all respects as approved by the Engineer.	Pts.	560.00				
36.21	Supply, installation, testing and commissioning of 20/24 W Recessed/Surface Mounted Round Backlit LED Luminaire with pressure die-cast (PDC) aluminium housing and high-efficiency, non-yellowing polycarbonate diffuser. Minimum luminous efficacy ≥100 lm/W, glare-free deep-down optics, constant current/constant voltage, flicker-free, surge-protected LED driver, THD ≤10%, PF ≥0.90, CCT 4000–6500 K (as per application), CRI ≥80, and minimum 50,000 hours (L70) rated life. Complete with mounting accessories, terminal block, internal wiring, connectors, and all fixing hardware. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598, and shall be supplied with a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Nos.	84.00				

36.22	Supply, installation, testing and commissioning of 18 W Recessed/Surface Mounted Round Backlit LED Luminaire with pressure die-cast (PDC) aluminium housing and high-efficiency, non-yellowing polycarbonate diffuser. Minimum luminous efficacy ≥ 100 lm/W, glare-free deep-down optics, constant current/constant voltage, flicker-free, surge-protected LED driver, THD $\leq 10\%$, PF ≥ 0.90 , CCT 4000–6500 K (as per application), CRI ≥ 80 , and minimum 50,000 hours (L70) rated life. Complete with mounting accessories, terminal block, internal wiring, connectors, and all fixing hardware. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598, and shall be supplied with a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Nos.	50.00				
36.23	Supply, installation, testing and commissioning of 12 W Recessed/Surface Mounted Round Backlit LED Luminaire with pressure die-cast (PDC) aluminium housing and high-efficiency, non-yellowing polycarbonate diffuser. Minimum luminous efficacy ≥ 100 lm/W, glare-free deep-down optics, constant current/constant voltage, flicker-free, surge-protected LED driver, THD $\leq 10\%$, PF ≥ 0.90 , CCT 4000–6500 K (as per application), CRI ≥ 80 , and minimum 50,000 hours (L70) rated life. Complete with mounting accessories, terminal block, internal wiring, connectors, and all fixing hardware. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598, and shall be supplied with a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Nos.	110.00				

36.24	Supply, installation, testing and commissioning of 6 W Recessed/Surface Mounted Round Backlit LED Luminaire with pressure die-cast (PDC) aluminium housing and high-efficiency, non-yellowing polycarbonate diffuser. Minimum luminous efficacy ≥ 100 lm/W, glare-free deep-down optics, constant current/constant voltage, flicker-free, surge-protected LED driver, THD $\leq 10\%$, PF ≥ 0.90 , CCT 4000–6500 K (as per application), CRI ≥ 80 , and minimum 50,000 hours (L70) rated life. Complete with mounting accessories, terminal block, internal wiring, connectors, and all fixing hardware. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598, and shall be supplied with a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Nos.	50.00				
36.25	Supply, installation, testing, and commissioning of 5 W COB LED Spotlight suitable for indoor accent and display lighting, operating on 110–270 V AC, 50 Hz. The luminaire shall incorporate a high-efficiency COB LED with a pressure die-cast aluminium housing and heat sink, high-transmittance optical lens/reflector, and an integral constant-current, flicker-free LED driver. It shall provide a minimum luminous efficacy of ≥ 100 lm/W, PF ≥ 0.90 , THD $\leq 10\%$, CRI ≥ 80 , CCT 3000 K/4000 K/5700 K (as specified), beam angle $24^\circ/36^\circ$ (as specified), and a minimum rated life of 50,000 hours (L70). The luminaire shall be suitable for recessed or surface mounting (as specified) and shall be supplied complete with mounting clips/brackets, terminal block, internal wiring, connectors, and all necessary fixing accessories. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598 standards and shall carry a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Nos.	10.00				

36.26	Supply, installation, testing and commissioning of 18/20 Watt, 4 ft. long IP 65 LED Non Corrosive Weatherproof Lighting, Lumen efficacy > 100 lm/watt , high efficiency non yellowing polycarbonate diffuser, deep down optics for glare free light, Driver must have Constant current/constant voltage, flicker-free, and surge-protected protection, Total Harmonic Distortion (THD): $\leq 10\%$, Power Factor (PF): ≥ 0.9 , CCT 4000 - 6500 depending on the application, CRI ≥ 80 , and minimum 50,000 hours (L70) rated life. Complete with mounting accessories, terminal block, internal wiring, connectors, and all fixing hardware. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598, and shall be supplied with a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Nos.	20.00				
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36.27	Supply, installation, testing and commissioning of 1.2 m long LED Profile Light comprising a premium-grade UV-stabilized rigid PVC profile with high-transmittance opal polycarbonate diffuser for continuous glare-free illumination, suitable for indoor and outdoor ceiling and decorative lighting applications. The profile light shall have a rated power of 25 W per metre, suitable for operation on 110–270 V AC, 50 Hz, complete with high-efficiency LED module, integral non-dimmable constant current LED driver, and all necessary accessories. The luminaire shall have a system luminous efficacy of not less than 100 lm/W, power factor ≥ 0.90, THD $< 10\%$, CRI ≥ 80, CCT 4000 K - 6500 K (as specified by the Engineer), IP65 minimum, IK08 impact protection, minimum 4 kV SPD, and a minimum rated life of 50,000 burning hours (L70). The profile shall be complete with end caps, mounting clips/brackets, stainless steel fasteners, waterproof connectors, cable glands, power feed cable, internal wiring, fixing accessories and all necessary hardware for complete installation. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, relevant IEC 60598 standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The item shall include complete fixing, wiring, testing and commissioning, complete in all respects as approved by the Engineer.	mtr	100.00				
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36.28	Supply, installation, testing, and commissioning of 9/12 W LED Mirror Light suitable for wall mounting above or beside mirrors, operating on 110–270 V AC, 50 Hz. The luminaire shall have an extruded aluminium housing with a corrosion-resistant powder-coated or anodized finish, opal polycarbonate/frosted acrylic diffuser, and an integral constant-current, flicker-free LED driver. It shall provide a minimum luminous efficacy of ≥ 100 lm/W, PF ≥ 0.90 , THD $\leq 10\%$, CRI ≥ 80 , CCT 4000 K- 6500K (as specified), IP44 minimum (or IP65 for wet areas), and a minimum rated life of 50,000 hours (L70). The fitting shall be supplied complete with mounting brackets, fixing hardware, connectors, terminal block, internal wiring, and all necessary accessories. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598 standards, and shall carry a minimum 5-year manufacturer's warranty. The item shall include complete installation, testing, and commissioning, complete in all respects as approved by the Engineer.	Nos.	40.00				
36.29	Supply, installation, testing, and commissioning of 10 W LED Bulkhead Light suitable for indoor and outdoor applications, operating on 110–270 V AC, 50 Hz. The luminaire shall have a pressure die-cast aluminium or UV-stabilized polycarbonate housing with a high-impact opal polycarbonate diffuser and integral constant-current, flicker-free LED driver. It shall provide a minimum luminous efficacy of ≥ 120 lm/W, PF ≥ 0.90 , THD $\leq 10\%$, CRI ≥ 80 , CCT 4000 K- 6500 K (as specified), IP65 protection, IK08 impact resistance, minimum 4 kV surge protection, and a minimum rated life of 50,000 hours (L70). The fitting shall be suitable for wall or ceiling mounting and supplied complete with stainless steel mounting hardware, cable gland, terminal block, gaskets, internal wiring, connectors, and all necessary fixing accessories. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598 standards and shall carry a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer	Nos.	30.00				

36.30	Supply, installation, testing, and commissioning of 15 W LED Up-Down Light suitable for exterior façade, architectural, landscape, and decorative lighting applications, operating on 110–270 V AC, 50 Hz. The luminaire shall have a pressure die-cast aluminium housing with a corrosion-resistant polyester powder-coated finish, toughened clear glass, silicone gasket, and an integral constant-current, flicker-free LED driver. It shall provide a minimum luminous efficacy of ≥ 100 lm/W, PF ≥ 0.90 , THD $\leq 10\%$, CRI ≥ 80 , CCT 3000 K/4000 K/5700 K (as specified), IP65 minimum ingress protection, minimum 4 kV surge protection, and a minimum rated life of 50,000 hours (L70). The luminaire shall provide symmetrical up and down light distribution and be suitable for wall mounting. It shall be supplied complete with mounting bracket, fixing hardware, terminal block, internal wiring, connectors, and all necessary accessories. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598 standards and shall carry a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer-in-Charge.	Nos.	15.00				
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36.31	Supply, installation, testing, and commissioning of Exhaust Fan of approved make and capacity (250/300 mm as specified), suitable for wall or window mounting, operating on 230 V AC, 50 Hz. The fan shall have a high-efficiency copper-wound motor with permanently lubricated ball bearings, low-noise operation, aerodynamic ABS/plastic or powder-coated metal blades, and a corrosion-resistant body with protective safety grill. The fan shall have a minimum protection of IP40, power factor ≥ 0.90 , thermal overload protection, and be suitable for continuous operation. It shall be supplied complete with mounting frame, fixing hardware, fasteners, louvres/shutters (where specified), wiring connections, and all necessary accessories. The exhaust fan shall comply with relevant IS 2312 and applicable IEC standards and shall be supplied with a minimum 2-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer	Set	55.00				
36.32	Supply, installation, testing, and commissioning of 1200 mm Sweep Ceiling Fan suitable for operation on 230 V AC, 50 Hz, complete with electronic step regulator. The fan shall have a high-efficiency BLDC motor with copper windings, aerodynamic aluminium blades, double ball bearings, low-noise operation, and a service value as per applicable standards. The fan shall consume not more than 75 W at rated speed, with a minimum speed of 350 RPM and air delivery of 220 m ³ /min or better. The fan shall be supplied complete with downrod, canopy, shackle assembly, safety cotter pin, terminal box, electronic regulator, fixing hardware, and all necessary accessories. The fan shall comply with IS 374, IS 302 (Part 2/Sec 80), and applicable BIS BEE 5-Star requirements, and shall be supplied with a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Set	30.00				

36.33	Supply, installation, testing, and commissioning of 10 W LED Niche Light , suitable for architectural, landscape, and decorative recessed lighting applications, operating on 110–270 V AC, 50 Hz. The luminaire shall have a pressure die-cast aluminium or stainless steel housing with a corrosion-resistant finish, tempered clear glass diffuser, silicone gasket, and an integral constant-current, flicker-free LED driver. It shall provide a minimum luminous efficacy of ≥ 100 lm/W, PF ≥ 0.90 , THD $\leq 10\%$, CRI ≥ 80 , CCT 4000 K - 6500 K (as specified), IP65 minimum ingress protection (or IP67 where exposed to water), and a minimum rated life of 50,000 hours (L70). The luminaire shall be suitable for recessed wall or niche mounting and supplied complete with mounting box, fixing hardware, terminal block, internal wiring, connectors, and all necessary accessories. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598 standards and shall carry a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Nos.	10.00				
36.34	Supply, installation, testing, and commissioning of 10W/mtr IP65 LED Strip Light suitable for indoor and outdoor cove, façade, landscape, and architectural lighting applications, operating directly on 110–270 V AC, 50 Hz with an integral high-efficiency constant-current LED driver. The strip shall be housed in a UV-resistant silicone/PVC jacket providing IP65 ingress protection and shall be suitable for continuous outdoor use. It shall provide a minimum luminous efficacy of ≥ 100 lm/W, PF ≥ 0.90 , THD $\leq 10\%$, CRI ≥ 80 , CCT 3000 K/4000 K/5700 K (as specified), and a minimum rated life of 50,000 hours (L70). The strip shall be supplied complete with power cord, end caps, connectors, mounting clips, fixing accessories, and all necessary hardware for a complete installation. The luminaire shall comply with IS 16102 (Part 2), IS 16103 (Part 1), IS 16108, and IEC 60598 standards and shall be supplied with a minimum 5-year manufacturer's warranty. The rate shall include complete installation, wiring, testing, and commissioning, complete in all respects as approved by the Engineer.	Mtr	140.00				

36.35	Supply, installation, testing, and commissioning of 3-pin 6A/16A universal socket with switch, socket point wiring using 2 nos of 4 sq. mm and 1 no of 1.5 sq. mm FRLS copper wires, routed through 25 mm PVC HMS conduit from the DB to various points as per the approved drawings and specifications. The installation includes modular power switches, sockets, boxes, conduits, fittings, and all necessary accessories, in compliance with IEC, BS, and IS standards. (Cost Including of Power socket with switch and Metal box)	Nos.	100.00				
36.36	Supply, installation, testing, and commissioning of RJ45 Data Outlet comprising Cat 6 RJ45 modular socket with matching faceplate and flush/surface mounting box, complete with Cat 6 UTP cable from the outlet to the data patch panel/communication rack (or as specified). The cable shall be installed in the specified PVC conduit/trunking with all accessories, properly terminated at both ends using IDC terminals, labelled, and tested for continuity and performance. The item shall include the RJ45 socket, shuttered faceplate, mounting box, Cat 6 UTP cable, connectors, termination, fixing accessories, wiring, testing, and commissioning, complete in all respects. The components shall comply with TIA/EIA-568, ISO/IEC 11801, and relevant IEC standards, and shall be supplied with a minimum 5-year manufacturer's warranty, as approved by the Engineer.	Pts.	20.00				

36.37	Supply, installation, testing, and commissioning of Telephone Outlet comprising RJ11/RJ12 modular telephone socket with matching faceplate and flush/surface mounting box, complete with 2-pair (or 2-core, as specified) telephone cable from the outlet to the telephone distribution box (TDB) or MDF, installed in the specified PVC conduit/trunking with all accessories. The cable shall be properly terminated, labelled, tested for continuity, and commissioned. The item shall include the telephone socket, faceplate, mounting box, telephone cable, wiring, connectors, termination, fixing accessories, testing, and commissioning, complete in all respects. The components shall comply with relevant TIA/EIA, IEC, and applicable telecom standards and shall be supplied with a minimum 2-year manufacturer's warranty, as approved by the Engineer.	Pts.	12.00				
36.38	The item shall include foundation hardware, grouting, interconnections, earthing, identification labels, danger notices, testing, commissioning, and submission of as-built drawings and operation & maintenance manuals. The LT panel shall comply with IS 8623 / IEC 61439, IS/IEC 60947, and other applicable standards, and shall be supplied with a minimum 5-year manufacturer's warranty. The rate shall include complete installation, testing, and commissioning, complete in all respects as approved by the Engineer. MDB with Followings: 1 No. 160 A 4 Pole MCCB , 25 kA Incomer1 Set of 200 A TPN CU BUSBAR1 no of Cu. Earth Bus barsOutgoing:2 Nos.of 63 Amp 4P MCB, 10 kA3 Nos.of 40 Amp 4P MCB, 10 kA3 Nos.of 32 Amp 4P MCB, 10 kAR-Y-B indicator lamps and fuse including Cable shoes,glands for incoming and outgoing cables	Set	5.00				

36.39	Supply, installation, testing and commissioning of Sub Distribution Board (Final Distribution Board) all complete Accessories, Cu Bus Bar, Cu Neutral and Earth Links. It should be The wall-mounting enclosure, made from high-quality electro-galvanized steel (up to 1.6mm thick), is designed for indoor applications to accommodate all types of electrical switchgear and control gear assemblies, featuring a removable gland plate, Powder-coated mounting plate, compliance with IEC and NEMA standards, double-door construction, and a 3-point cam lock for uniform locking on larger sizes. All Circuit Breaker and Distribution board are as per Technical Specifications and IEC 6010 way SPN DB Double Cover Glazed Door with Followings: (2 Module Incomer+8 Module Outgoing)1 No. 16 A , DP, 10 kA MCB8 Nos. of 6,10,16 amp MCB SP1 Nos. of 24 Amp DP RCCB, 30mA	Set	3.00				
36.40	16 way SPN DB Double Cover Glazed Door with Followings : (2 Module Incomer+8 Module Outgoing) 1 No. 16 A , DP, 10 kA MCB 14 Nos. of 6 amp MCB SP 1 Nos. of 24 Amp DP RCCB, 30mA	Set	3.00				
36.41	8 way TPN DB Double Cover Glazed Door with Followings: (4 Module Incomer 8+8+8 Module Outgoing) 1 No. 32 A , 4P, 10 kA MCB 18 Nos. of 6,10,16 amp MCB SP 3 Nos. of 32 Amp DP RCCB, 30mA	Set	3.00				
36.42	12 way TPN DB Double Cover Glazed Door with Followings: (4 Module Incomer 12+12+12 Module Outgoing) 1 No. 40 A , 4P, 10 kA MCB 30 Nos. of 6,10,16 amp MCB SP 3 Nos. of 40 Amp DP RCCB, 30mA	Set	2.00				

36.43	Cables and WiresSupply and laying of cable from Transformer to MCP and internal power cable to other power pane laid underground through HDPE pipe and laid through cable tray as per specification. (Excluding the cost of cable tray and HDPE Pipe) Make of Rathi, Premier Cable, Pioneer Cable.Four (4) mm2 3 core Copper XLPE Armoured Conductor	R.m.	5500.00				
36.44	Six (6) mm2 3 core Copper XLPE Armoured Conductor	R.m.	2500.00				
36.45	Two and Half (2.5) mm2 3 core Aluminium XLPE Armoured Conductor	R.m.	8300.00				
36.46	Four (4) mm2 3 core Copper XLPE Armoured Conductor	R.m.	4500.00				
36.47	Six (6) mm2 3 core Copper XLPE Armoured Conductor	R.m.	4500.00				
36.48	Six (6) mm2 4 core Copper XLPE Armoured Conductor	R.m.	350.00				
36.49	Ten(10) mm2 4 core Copper XLPE Armoured Conductor	R.m.	350.00				
36.50	Sixteen (16) mm2 4 core Copper XLPE Armoured Conductor	R.m.	350.00				
36.51	Twenty Five (25) mm2 4 core Copper XLPE Armoured Conductor	R.m.	150.00				
36.52	Fifty (50) mm2 3.5 core Aluminium XLPE Armoured Conductor	R.m.	150.00				
36.53	Seventy (70) mm2 3.5 core Aluminium XLPE Armoured Conductor	R.m.	150.00				
36.54	Ninty Five (95) mm2 3.5 core Aluminium XLPE Armoured Conductor	R.m.	200.00				
36.55	One Hundred Twenty (120) mm2 3.5 core Aluminium XLPE Armoured Conductor	R.m.	150.00				
36.56	One Hundred Fifty (150) mm2 3.5 core Aluminium XLPE Armoured Conductor	R.m.	400.00				

36.57	Supply and Installation of HDPE Pipe for cable laying as per drawing and Technical Specifications .NS 40 One Hundred Twenty Five (125) mm HDPE Pipe (PN 10)	R.m.	350.00				
36.58	One Hundred Ten (110) mm HDPE Pipe (PN 10)	R.m.	200.00				
36.59	Seventy Five (75) mm HDPE Pipe (PN 10)	R.m.	150.00				
36.60	Fifty (50) mm HDPE Pipe (PN 10)	R.m.	6500.00				
36.61	Thirty Two (32) mm HDPE Pipe (PN 10)	R.m.	8500.00				
36.62	Outdoor Camera Supply, installation, testing and commissioning of Outdoor IP PTZ Camera, minimum 4 MP resolution, 1/1.8" Progressive CMOS Sensor, H.265/H.264 compression, 30× optical zoom, minimum 16× digital zoom, IR illumination distance ≥250 m, Auto Tracking, Intelligent Video Analytics, WDR ≥120 dB, True Day/Night (ICR), IP66/IK10 protection, operating temperature -30°C to +60°C, ONVIF compliant, PoE++/24 VAC, complete with wall/pole mounting bracket, surge protection, junction box, accessories and all necessary hardware for complete installation.	Nos.	32.00				
36.63	Supply, fabrication, installation, testing and commissioning of 12 m Hot Dip Galvanized Octagonal Steel Pole for CCTV/PTZ Camera mounting, minimum 3 mm thick, galvanized as per ASTM A123/IS 2629, including base plate, anchor bolts, foundation bolts, cable entry holes, internal cable routing, camera mounting bracket, ladder steps, earthing terminal, RCC foundation (M25 concrete), excavation, backfilling, curing and complete civil works.	Nos.	32.00				
36.64	Supply, laying, testing and commissioning of 24 Core Single Mode Armoured Optical Fiber Cable (OS2, G.652D) for outdoor underground installation, including HDPE duct laying, cable pulling, dressing, identification tags, fiber splicing, joint closures, termination, OTDR testing, 24-Port ODF, LC Duplex Fiber Patch Cords (3 m), 10 Gbps Single Mode SFP Modules, and all necessary accessories required for complete installation and commissioning.	Rm.	4500.00				

36.65	Supply, installation, testing and commissioning of Outdoor IP66 Floor Mounted Network Cabinet fabricated from powder-coated galvanized steel, minimum 18U, lockable front door, thermal insulation, ventilation fans, LED light, PDU, cable management, gland plate, weatherproof construction, complete with mounting arrangement.	Nos.	8.00				
36.66	Industrial Managed 8-Port Gigabit PoE++ Ethernet Switch with 2 SFP Uplink Ports	Nos.	8.00				
36.67	Online UPS, 2 kVA, minimum 30 minutes backup with battery bank	Nos.	8.00				
36.68	Surge Protection Device (Power & Network)	Nos.	8.00				
36.69	Earthing Set complete with GI pipe electrode, chamber, earth strip and accessories	Nos.	8.00				
36.70	Supply, installation, testing & commissioning of UL Listed Maintenance Free Copper coated Earth rod of 3 mtr. length having the dia. of 25 mm with copper coating thickness of 250 microns. The rod has been tested for Dimension, Marking, Tensile Strength, Salt mist, coating thickness, Electrical resistivity test before and after corrosion test as per IEC 62561-2 & UL 467. for Earthing System	Nos.	45.00				
36.71	Supply, installation, testing & commissioning of earth enhancing mineral compound tested for leaching and TCLP with NABL accredited Lab as per IEC 62561. (25 kg per bag)	bag	45.00				
36.72	Supply, installation, testing & commissioning of make Heavy duty Chamber Inspection Pit made up of plastic material.	Nos.	45.00				
36.73	Supply, installation, testing & commissioning of Universal Clamp made up of stainless steel for terminating cable / flat conductor.	Nos.	115.00				
36.74	25x6 mm Copper Strip	R.m.	350.00				
36.75	25x3 mm Copper Strip	R.m.	700.00				
36.76	8 SWG Cu Wire	R.m.	5500.00				

36.77	10 SWG Cu wire	R.m.	1200.00				
36.78	20 mm dia. FRLS uPVC Conduit	R.m.	700.00				
36.79	Ninty Five (95) SQMM 3 Core 11 KV HT XLPE Aluminium Armored Cable (Indoor / outdoor) and LT Control	Rm.	450.00				
36.80	Supply, installation, testing of Two Pole Structure for 11 kV Metering unit, Overhead Insulators, DO Fuse, Eartnig set, Lighting Arrester and GODO switch complete as per NEA requirement.	Set	4.00				
36.81	Supply, installation, testing and commissioning of a 100 kVA, 11/0.433 kV, 3-phase, 50 Hz outdoor Unitized Compact Substation (Package Substation – PSS), factory assembled, type-tested and suitable for outdoor installation, comprising HT switchgear (RMU/Load Break Switch with fuse protection), oil-immersed distribution transformer, LT distribution panel, interconnecting busbars, metering, protection, control, earthing and all auxiliary equipment housed in a weatherproof, dustproof, vermin-proof and tamper-resistant enclosure with a minimum degree of protection of IP54. The compact substation shall be designed, manufactured and tested in accordance with IEC 62271-202, IEC 62271-200, IEC 60076, IEC 61439, and relevant IS/IEC standards. The HT compartment shall be suitable for 11 kV operation and complete with Load Break Switch (LBS) or Ring Main Unit (RMU), HRC fuse protection, cable termination arrangement, voltage presence indicator, mechanical and electrical interlocks, and earthing switch. The transformer shall be 100 kVA, 11/0.433 kV, ONAN cooled, copper wound, Dyn11 vector group, with impedance not exceeding 4%, off-circuit tap changer of $\pm 5\%$ in 2.5% steps, mineral insulating oil conforming to IEC 60296 (or ester oil if specified), complete with oil level indicator, thermometer pocket, pressure relief device, drain and filling valves, lifting lugs, earthing terminals and all standard accessories.	Set	4.00				

F	Furnitures						
37.1	Customer Service Desk/CSD(RT): Fabrication and installation of Customer Care Desk: made up of 19 mm approved brand ply board, postforming top, grainite top, Italian marble/Onex at front of desk, toughened glass, 1mm Greenlam/Merinalam/centurylam or equivalent formica finish in all inner and outer part, chapra police in side, Sallo wood liping, best quality hardware and all complete acommercial ply for both vertical and horizontal supports and finished with 1mm thick laminates to be applied with Fevicol adhesive. The desk shall be provided with a portable Drawer with S. S. locks and handles on all shutters, a Laminated Wooden Keyboard Trey, and a metal slider CPU holder. There shall be high quality S. S. locks and handles on all drawers, heavy duty runners on all shutters. It should have a 12mm thick sisham wood edging finished with high quality melamine paint. All the interior surfaces shall be finished in high quality french polish (at least three coats) The dimension of the furniture shall be verified at site. Furniture all complete as per drawing, specification and direction of site Engineer. (Ply: Surya/Sagun and Greenply).(Size :-3745x900x900)	Sq.m	20.96				

37.2	Teller Counter(TC): Fabrication and installation of Teller Counters made up of 19mm commercial ply on both vertical and horizontal supports. postforming top, Top of the teller shall be high quality and polished 19mm jet Black Granite, Italian marble/Onex at at front of Desk, toughened glass. The teller shall be finished with 1mm Greenlam Laminates to be applied with Fevicol adhesive in all inner and outer surface. The each of the teller shall be provided with a fixed Drawer with S. S. locks and handles on all shutters, a Laminated Wooden Keyboard Trey, and a metal slider CPU holder. Each of the first drawers shall have partitions to hold cash of different denominations. There shall be high quality S. S. locks and handles on all drawers, heavy duty runners on all shutters. It should have a 12mm thick sisham wood edging finished with high quality melamine paint. All the interior surfaces shall be finished in high quality french polish (at least three coats) The dimension of the furniture shall be verified at site. Furniture all complete as per drawing, specification and direction of site Engineer.(Size ;- 6030x620x1300)	Sq.m	6.94				
37.3	Staff Desk(T1):Supply and Installation of wooden modular Desk for staff made up of 25-75mm thk. postforming top, 19mm commercial ply for both vertical and horizontal supports with 1mm thick laminates; a Portable CPU holder, a portable Drawers; 12mm edge polished frosted glass on top held , clear rubber buffer below the glasses. It shall have a Portable metal CPU holder, a Metal Keyboard Trey . There shall be high quality S. S. locks and handles on all drawers, heavy duty runners on all Drawers. It should have a 12mm thick sisham wood edging finished with high quality French Polish. All the interior surfaces shall be finished in high quality french polish (at least five coats over sand finished wooden surface.) The dimension of the furniture shall be verified at site. Furniture all complete as per drawing, specification/schedule of finishes and direction of Architect. (Size ;-1450x750x750)	No	19.00				

37.4	Full Height Cabinet(FC) with lockable door shutter	Sq.m	30.01				
37.5	File cabinet com showcase (SC)	Sq.m	20.49				
37.6	Store open cabinet(S1)(Depth 400mm depth)	Sq.m	110.88				
37.7	Staff/Meeting chair(RC1): Provide Staff Chairs: revolving, adjustable height, Black PU cover with internal foam, stainless steel legs, all complete as approved and specification/schedule of finishes and direction of Engineer.	No	25.00				
37.8	Planter Box(V1): Supply and febrication of wooden modular planter box made with 19mm plywood, 1mm laminates finish at outer surface, 2mm aluminum sheet pasted at inner surface as per design all complete as per instruction of Engineer.	No	17.00				
37.9	Voucher Desk(FS): Supply and fabrication of wooden modular voucher desk made with 19mm plywood, 1mm laminates at all inner and outer surface, 19mm postforming top, voucher stant at top, differenct color and pattern design of glossy/matt laminates design, salves and draweer as per design all complete as per instruction of Engineer. (Size:324x324x1320)	No	2.00				
37.10	Helmet rack(HR): Supply and fabrication of wooden modular helmet cabinet made with 19mm plywood, 1mm laminates at all inner and outer surface, 19mm postforming top,differenct color and pattern design of glossy/matt laminates design, salves as per design all complete as per instruction of Engineer. (Size:3000x500x1020)	No	5.00				
37.11	Guard chair: Provide guard Chairs: SS Legs, Black PU cover with internal foam, all complete as per approval and drawing, specification/schedule of finishes and direction of Engineer.	No	4.00				

37.12	Guard Table(1200x750): Supply and Installation of wooden modular guard table made up of 25-75mm thk. postforming top, 19mm commercial ply for both vertical and horizontal supports with 1mm thick laminates; a Portable CPU holder, a portable Drawers; 12mm edge polished frosted glass on top held, clear rubber buffer below the glasses. It shall have a Portable metal CPU holder, a Metal Keyboard Trey. There shall be high quality S. S. locks and handles on all drawers, heavy duty runners on all Drawers. It should have a 12mm thick sisham wood edging finished with high quality French Polish. All the interior surfaces shall be finished in high quality french polish (at least five coats over sand finished wooden surface.) The dimension of the furniture shall be verified at site. Furniture all complete as per drawing, specification/schedule of finishes and direction of Architect.	No	4.00				
37.13	Providing and fixing 3-seater SS waiting chair made of SS 304 grade with perforated seat and backrest, tubular frame, armrests, support legs, and all necessary fittings, complete as per specifications and the direction of the Engineer.	No	5.00				
G	Deep Tube Well and Outer Water Supply System						
38.1	Mobilization/Demobilization of Drilling Equipment, Manpower & preparation for temporary access road for rig machine & other vehicles for the tubewell drilling site	Job	4.00				
38.2	Site Clearance Cutting uprooting & disposal of grass, with light compaction levelling, cleaning the site, Plate form preparation for rig, compressor & pump, and mud pits	Job	4.00				
38.3	Supply and Delivery of 150 mm (6") MS Casing Pipe (Heavy Duty) of min. 6 mm (± 10%) thickness with Ring as per specification	mtr	384.00				
38.4	Supply and Delivery of 150 mm (6") MS Slotted Screen with ring as per specification	mtr	96.00				
38.5	Well cap with flange (6" Ø) and nut bolts	set	4.00				
38.6	Centralizer	LS	8.00				
38.7	Crossbar	mtr	24.00				

38.8	Sinking Guide pipe 24" dia all complete	mtr	24.00				
38.9	Drilling of pilot hole by 9*7/8" dia. Drilling Bit	mtr	480.00				
38.10	Electrical Resistivity Logging, Plotting and Design	mtr	480.00				
38.11	Reaming of Pilot hole by 13*1/2 " dia. Drilling Bit	mtr	480.00				
38.12	Recondition of bore hole	mtr	480.00				
38.13	Lowering of Pipe Assembly as per Approved Design	mtr	480.00				
38.14	Supply of gravel as per specification	m3	40.00				
38.15	Washing and Packing of gravel as per specification	m	40.00				
38.16	Well Development by Backwashing, Inner washing, Compressor/Surging/Jetting etc. as per the instruction of Expert	Hr	192.00				
38.17	Well Development by Pump	Hr	192.00				
38.18	Pump Test (Time-Drawdown Test)	Hr	96.00				
38.19	Recovery Test	Hr	96.00				
38.20	Pump Test (Step Drawdown test)	Hr	96.00				
38.21	Cementation for Sanitary Protection & Well Support Work (up to 3m depth) by Concrete of M-20 Grade with pipe or iron bar as required and (below 3m) by clay packing with all complete	LS	4.00				

38.22	Supplying, laying, jointing, excavating, and backfilling of pipes of (PE100 PN10) different sizes for Main/Distribution pipe networks all complete as per drawing, specification and instruction of engineer 50 mm dia	rm	4000.00				
38.23	25 mm dia	rm	1500.00				
38.24	Pipe Fittings Works	L.S.	1.00				
38.25	Procurement, supply, installation, and testing of four 50 LPH semi-commercial RO plants featuring multi-stage filtration (Sediment, Carbon, RO, and UV) and four 155-liter, three-tap storage water coolers equipped with SS-304 inner tanks and tropicalised compressors. This complete system integration also includes four 1000-liter HDPE raw water tanks, heavy metal tank stands, all necessary pipeline works, all complete as per satisfaction to the Engineer	Set	2.00				
38.26	Supply and installation of 1 HP motor pump for distribution system from reservoir tank to distribution tank, fountain, sprinkling, as per instruction by the Engineer	nos	7.00				
H	Day Works						
39.1	Unskilled Labor	md	100.00				
39.2	Skilled Labor (General)	md	100.00				
39.3	Gardener / Mali	md	100.00				
39.4	Ordinary Portland Cement (OPC)	bag	200.00				
39.5	Sand (Fine and Coarse)	cum	200.00				
39.6	Crushed Aggregates (10mm, 20mm, 40mm)	cum	600.00				
39.7	Plywood Boards (12mm/19mm)	sqm	100.00				
39.8	Enamel Paint & Emulsion Paint	lit	100.00				

39.9	Anti-termite chemical	lit	100.00				
39.10	Polythene sheets (500 micron)	sqm	2000.00				
39.11	Excavator	hr	150.00				
39.12	Dozer	hr	150.00				
39.13	Tipper / Dump Truck	hr	150.00				
39.14	Tractor with Trailer	hr	150.00				
39.15	Crane (3T to 15T capacity)	hr	100.00				
39.16	Dewatering Pump / Water Pump	hr	500.00				
39.17	Electric Generator	hr	500.00				
I	Operation and Maintenance Cost for One Years by Contractor , including the preparation and updating of an O&M Manual, as well as the supply of below listed personnel, materials, office establishment, use of own tools, and with provision of energy cost (electricity and fuel) borne by employer required for the continuous upkeep of landscaping flora and the repair and maintenance of site infrastructure to the satisfaction of the Engineer						
	Personnel Cost						
40.1	Incharge (Project Manager)	Man/month	13.00				
40.2	Administrative Assistance	Man/month	13.00				
40.3	Revenue Collector	Man/month	13.00				
40.4	Security Guard	Man/month	26.00				
40.5	Gardener/Malli	Man/month	52.00				

40.6	Skilled Labour	Man/month	26.00				
40.7	Unskilled Labour	Man/month	26.00				
	Office Estibalishment						
40.8	Office Rent/Expenses	month	12.00				
40.9	Communication	month	12.00				
40.10	Monthly reports photographs	month	12.00				
40.11	Inside transporation	month	12.00				
	Materials						
40.12	Manure/Fertilizer	Kg	2400.00				
40.13	Paint (Emulsion/Enamels etc.)	Ltr	120.00				
40.14	Plants (Above 1.5m high)	Nos	100.00				
40.15	Plants (others)	Nos	1000.00				
Total (A)							
Total of PS (B)						39430000.00	
Total without PS (C)=A-B							
VAT (D) = 13%* (C)							
GRAND TOTAL (F)=(B)+(C)+(D)							

Name of Firm:

Signature:

Name of Proprietor:

Date:

Seal of Firm:

Section 5: Eligible Countries

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

Section 6: Employer's Requirements

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Specifications

**Separately attached as Volume 4: SPECIFICATION and refer to
<https://siddharthanagarmun.gov.np/en/project-update-reports>**

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 Project Manager 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
 - Project Manager'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 Project Manager. 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 Project Manager.

Environment, Health and Safety Management Requirement

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 SEMP 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 and SSHSM.
- (ii) The SEMP will include provision of an environmental assurance officer with CV for Employer's approval. Commitment shall be made by contractor to replace the officer within 7 days if the existing officer moves out of the project.
- (iii) No civil works shall commence until the Site-specific Environmental Management Plan (SEMP), including site specific Health & Safety Plan (SSHSM) is approved by the Employer."
- (iv) A copy of the EMP and approved SEMP and SSHSM 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.
- (v) 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 SSHSM; 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, SEMP and SSHSM. The contractor shall allocate budget for compliance with these SEMP and SSHSM measures, requirements and actions.
- (vi) 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 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."

- (vii) 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.
- (viii) 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.
- (ix) During construction, results from internal monitoring by the contractor will be reflected in their monthly EMP implementation reports submitted to the Employer's Representative.
- (x) 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 Noon (Nepal Standard Time) 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 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 Noon (Nepal Standard Time) 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.

Each and every worker shall be provided employment letter and registered in the social security fund of the government.

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.

Drawings

(Attached as a separate Volume and refer to <https://siddharthanagarmun.gov.np/en/project-update-reports>)

Supplementary Information Regarding Works to Be Procured

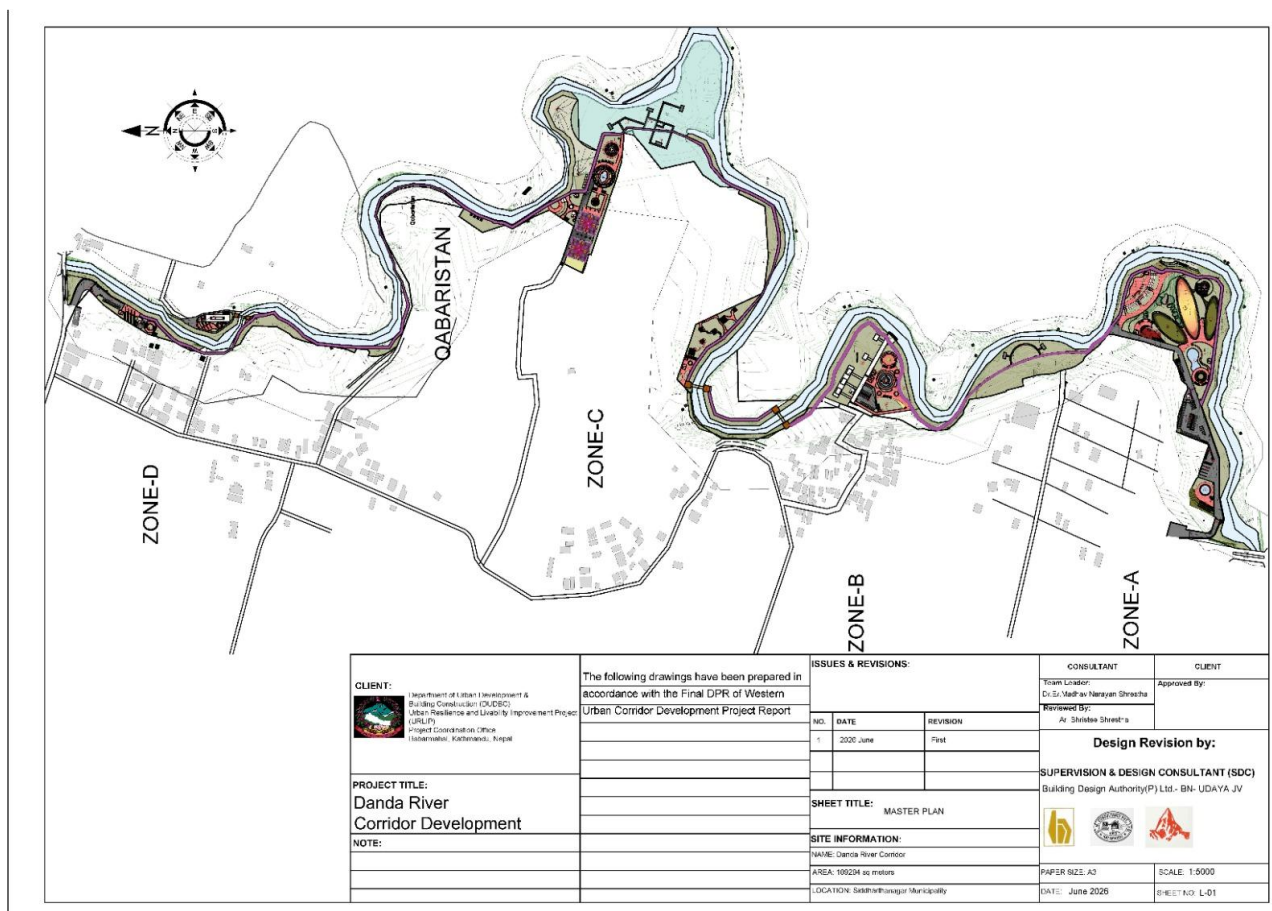


Figure: Location Map

1. Project Overview and Location

The **Siddharthnagar** Danda River Corridor Development is proposed along the **Siddharthnagar** Danda River Corridor, situated within Ward Nos. 3 and 13 of Siddharthnagar. The project alignment formally commences at the bridge near Parasi Road and concludes at the bridge near the Tourism Gate of Siddharthnagar.

2. Major Works to be Carried Out

The project encompasses significant civil, structural, and landscaping works. The primary construction activities include:

- **River Protection Works:** Extensive riverbank protection spanning 4.1 km along the **Siddharthnagar** Danda River to prevent erosion and stabilize the corridor.
- **Bridge Construction:** A new bridge will be constructed specifically to route the cycle track across the river, connecting the right bank to the left bank.

- Cycle Track & Flooring: Development of the cycle track, including the specialized installation of wood plastic composite (WPC) flooring.
- Recreational & Cultural Structures: Construction works for viewing decks, a 4,000 sq. m amphitheater, statues, and traditional *bajra* structures.
- Water Infrastructure: Deep tube well construction works to establish a reliable water supply for the site's maintenance and water features.
- Landscaping & Plantation: Extensive ornamental plantation works to develop the thematic parks and green spaces.
- Zone Development: Earthworks, structural installations, and spatial layout for four distinct thematic zones, including active recreation areas, cultural parks, and mobility nodes.

3. Development Zones and Spatial Allocation

The project is divided into four distinct thematic zones to cater to recreation, cultural learning, and mobility:

- Zone A: Active Riverfront Recreation Park
- Zone B: Buddhist Cultural Learning Park
- Zone C: Meditation Park with Spiritual Walkways
- Zone D: Gateway and Cycle Mobility Node

The total area distribution and specific sub-divisions for these zones are detailed as follows:

Zone	Total Area	Part 1 Breakdown	Part 2 Breakdown
Zone A	52,599.87 m ²	42,599.46 m ² (Zone A1)	10,000.41 m ² (Zone A2)
Zone B	18,714.09 m ²	10,631.37 m ² (Design Area)	8,082.72 m ² (Existing Darakshwa Park)
Zone C	42,270.74 m ²	14,244.32 m ² (Land Area)	28,026.42 m ² (Wetland)
Zone D	12,170.97 m ²	9,518.95 m ² (Zone D1)	2,652.02 m ² (Zone D2)

4. Facility and Feature Specifications

The corridor will feature extensive landscaping and structural amenities. The total designated Green Area is 66,688 sq. m. This green space is distributed across the zones: 34,534 sq. m in Zone A; 6,356 sq. m in Zone B; 20,028 sq. m in Zone C; and 5,770 sq. m in Zone D.

Other key project components include:

- Walkway: 15,000 sq. m
- Parking Area: 7,000 sq. m
- Picnic Area: 4,600 sq. m
- Amphitheater: 4,000 sq. m
- Cycle Track with WPC flooring: 3,500 sq. m
- Meditation Area: 1,600 sq. m
- Jogging Track: 1,100 sq. m
- Light Weight Structures: 926 sq. m
- Fountain: 870 sq. m

5. Work Site Conditions and Construction Difficulties

The physical conditions of the site present several engineering and logistical challenges that the contractor must manage:

- **Site Clearance & Vegetation Management:** The Danda River currently suffers from severe *jalkumbi* (water hyacinth) infestation along its course. The contractor must execute extensive site clearance to remove this vegetation prior to and during construction to prevent drainage blockages and flooding.
- **Dewatering Difficulties:** Executing the 4.1 km of river protection works and excavating foundations for the new cycle track bridge will require working below the water line. The contractor will face significant dewatering challenges due to river flow and groundwater seepage.
- **Dewatering Management:** To manage this, the contractor must deploy robust dewatering strategies, including the construction of temporary cofferdams, the use of heavy-duty submersible pumps, and the creation of diversion channels. Pumped water must be discharged safely to avoid downstream scouring or flooding adjacent lands.

6. Social and Environmental Safeguards

Contractors must exercise high caution regarding existing socio-cultural and environmental boundaries during the construction phase:

- **Administrative Boundary Coordination:** The Danda River acts as the administrative boundary between Siddharthanagar Municipality and the neighboring rural municipality. Careful consideration, clear communication, and strict adherence to jurisdictional limits are mandatory during all construction activities to avoid cross-boundary disputes.
- **Cultural Protection:** There is a *Qabrasthan* (a graveyard for the Muslim community) located within the project site. This area must be strictly respected, barricaded if necessary, and protected from any construction-related encroachment, material dumping, or disrespect.
- **Agricultural Land Protection:** The project area borders active agricultural land. Careful precautions, including proper runoff management and dust control, must be taken to prevent construction debris, dewatering discharge, or equipment from damaging these farming properties.
- **Water Quality Control:** Ensure that construction materials (cement, oils, fuels) do not contaminate the Danda River during the 4.1 km protection works, deep tube well drilling, and bridge construction.

7. Logistics and Occupational Health

- **Access and Traffic:** Access to the construction site is limited to 2-lane roads. A robust traffic management plan is mandatory to ensure the safe and efficient flow of construction vehicles without disrupting local traffic.
- **Worker Safety:** As the project is located in the Terai region, extreme summer temperatures are expected. The contractor must assign high priority to heat stress management, ensuring adequate hydration, shaded rest areas, and strict work-safety protocols for all labor personnel on site.
- **Proper prior investigation of the riverside highly contaminated soil shall be made before excavation starts, and ensure any hazardous material is not existing in the soil that could be harmful to the workers.**

8. Operation and Maintenance (O&M) and Contractor's Liability

Following the construction phase, the project includes strict requirements for ongoing operation and maintenance:

- **O&M Requirements:** The contractor is required to provide dedicated personnel for site upkeep. This includes covering all office operation costs and supplying necessary landscaping materials, such as manure and fertilizers, to maintain the extensive 66,688 sq. m of green area and ornamental plantations.

- Contractor's Liability for Tree Care: The care, well-being, and survival of all planted trees, ornamental plants, and greenery are the sole responsibility of the contractor. Any trees or plants that die, fail to establish, or succumb to disease during the liability period must be replaced and nurtured at the contractor's own expense.

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	Nos	Relevant academic qualifications	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager	1	Master's degree in Civil Engineering / Construction Management	10	7
2	Engineers	2	Bachelor's degree in Civil Engineering	7	5
3	Architects	2	Bachelor Degree in Architecture	7	5
4	Bio-Engineering/Environmental Expert	1	Bachelor's degree in Environmental Science, Civil/Agricultural Engineering, or Forestry	5	3
5	Lab Technician	1	Certificate in Civil Engineering (Materials Testing)	5	2
6	Health and Safety Officer	1	Bachelor in engineering or environmental science and accredited from certified OHS training agencies	5	3

Using Form EXP-6 in Section 4 (Bidding Forms), the Bidder must demonstrate that it has EHS personnel who meet the following requirements:

Key Personnel as determined by the EMP and other safeguard management plans

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience	Minimum time on-site (%FTE)
1	Environmental Safeguard Officer	Minimum Bachelor Degree on environment or equivalent field.	5	As per instruction of the Engineer / Consultant

2	Health and Safety Officer	Minimum Bachelor Degree on safety or equivalent field. Or has worked as safety officer in river protection works projects	3	As per instruction of the Engineer / Consultant
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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 and Characteristics	Minimum Number Required
1	Long-Reach Excavators	One (1)
2	Excavators	Two(2)
3	Wheel Loaders/Backhoe Loaders	Two (2)
4	Dewatering Pumps	Three (3)
5	Vibratory Roller	Two (2)
6	Concrete Transit Mixers	One (1)
7	Mobile Crane	One (1)
8	Diesel Generator (100-160 KVA)	Three (3)
9	Tipper	Four (4)
10	Steel Roller	One (1)

Additional Requirements

The following condition shall apply

The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.

The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures set forth in the Initial Environmental Examination and Environmental Management Plan, (c) allocate the budget required to ensure that such measures are carried out, and (d) comply with any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the initial environmental examination and the environmental management plan. The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer.

The following condition shall apply

The Contractor shall comply with all relevant (a) labor laws and regulations applicable to the Contractors personnel, including staff, consultants, contractors, and agents; and (b) workplace health and safety laws. The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon 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 or retirement, and discipline.

The following conditions shall apply

Upon issuance of the Taking-Over Certificate for the Works, the Contractor shall undertake the **Operation and Maintenance (O&M)** of the completed Dandakhola Park for a period of **twelve (12) months** ("Operation and Maintenance Period").

The objective of the O&M Period is to ensure that all facilities, utilities, landscape elements, mechanical and electrical installations, public amenities and infrastructure remain fully functional, safe, aesthetically maintained and ready for public use while facilitating orderly transfer of operational knowledge to the Employer.

The O&M Period shall be followed by the Defects Liability Period specified in the Contract.

During the O&M Period, the Contractor shall be responsible for the proper operation, routine maintenance and preventive maintenance of all completed Works including, but not limited to:

- (a) Roads, footpaths, cycle tracks and paved areas;
- (b) River training works, retaining structures, gabions and embankments;
- (d) Public toilets and utility buildings;
- (e) Mechanical and electrical installations;
- (f) Street lighting, landscape lighting and electrical distribution systems;

- (g) Water supply, sewerage and drainage systems;
- (i) Water features and fountains;
- (j) Structural steel works including bridges, pergolas and viewing decks;
- (k) Urban furniture including benches, bollards, railings, signage, dustbins and shelters;
- (l) Landscaping including lawns, trees, shrubs, flower beds and plantations;
- (m) Playgrounds and recreational facilities;
- (n) Any other assets constructed under the Contract.

(o) Operation Responsibilities

The Contractor shall

- inspect all facilities on a routine basis;
- carry out preventive maintenance;
- repair defects immediately;
- replace damaged components attributable to construction defects or workmanship;
- maintain all utilities installed under the Contract in operational condition;
- ensure that fountains, lighting systems, and public amenities remain operational;
- maintain cleanliness of all physical assets under the Contract;
- maintain landscape in accordance with approved horticultural practices;
- prepare and implement an Operation and Maintenance Manual;
- deploy qualified maintenance personnel throughout the O&M Period;
- maintain records of inspections, repairs and maintenance activities;
- submit monthly O&M reports to the Engineer.

The following conditions shall apply

The Municipality shall remain solely responsible for

- (a) Operation of the Park as a public facility;
- (b) Ticketing;
- (c) Revenue collection;
- (d) Visitor management;
- (e) Crowd control;
- (f) Security arrangements;
- (g) Law and order;
- (h) Parking management;
- (i) Public information;

- (j) Booking of events;
- (k) Commercial operation of kiosks and concessions;
- (l) Public liability arising from visitor behaviour;
- (m) Utility charges including electricity, water supply and communication charges unless otherwise specified.

Section 7: General Conditions of Contract

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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 hand-written, type-written, 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.

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| 3. Language and Law | <p>3.1 The language of the Contract and the law governing the Contract are stated in the PCC.</p> <p>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</p> <p style="padding-left: 40px;">(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 Borrower'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.</p> |
| 4. Contract Agreement | <p>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.</p> |
| 5. Assignment | <p>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</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(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.</p> |
| 6. Care and Supply of Documents | <p>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.</p> <p>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 Engineer six copies of each of the Contractor's Documents.</p> <p>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.</p> <p>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.</p> |
| 7. Confidential Details | <p>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.</p> |

- 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 Contractor 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 persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader 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.

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| 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 | <p>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.</p> <p>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.</p> <p>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.</p> |
| 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 | <p>17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (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, or
- (c) the activities of the Contractor on the Site after the Completion Date.

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.

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| 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 | <p>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.</p> <p>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..</p> <p>23.3 The Contractor shall be responsible for design of Temporary Works.</p> <p>23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>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.</p> |
| 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 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 non-discrimination 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 seven (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:

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

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 coefficients⁷ 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

⁷ 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.

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 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 radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; 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 subparagraphs (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 destroyed 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 activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders,

Suppliers, 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, the ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (viii) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ix) "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;
 - (x) "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;
 - (xi) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (xii) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (xiii) "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; and
 - (xiv) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (f) 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;
- (g) 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;

- (h) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate⁸ 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
- (i) will have the right to require that a provision be included in bidding documents 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.

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 obliged 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 includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology

⁸ 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).

(ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

74.4 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, 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 obliged 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.⁹

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.

⁹ The undertaking also applies during the period of performance of the contract

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 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

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

A. General	
GCC 1.1 (d)	The financing institution is Asian Development Bank (ADB)
GCC 1.1 (r)	The Employer is Government of Nepal, Ministry of Infrastructure Development, Urban Resilience and Livability Improvement Project, Project Implementation Unit, Siddharthanagar Municipality, Rupandehi, Lumbini Province, Nepal
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 Project Manager, Urban Resilience and Livability Improvement Project (URLIP), Project Implementation Unit, Siddharthanagar Municipality, Rupandehi, Lumbini Province, Nepal
GCC 1.1 (ff)	The Site is located at Ward No 3 and 13 of Siddharthanagar Municipality along Danda River, Siddharthanagar Rupandehi District of Lumbini Province
GCC 1.1 (ii)	The Start Date shall be Fifteen (15) days from the date of signing of Contract Agreement.
GCC 1.1 (mm)	The Works consist of Danda khola river front development as a public space consisting of cycle track, open theater, hard surface pavement, plantation, turfing, construction of prefabricated shades, walkways, compound wall, riverbank protection work, dredging, dewatering etc. including extensive site clearance, filling etc. The work also consists of One-Year Operation and Maintenance including additional one-year DLP.
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3 (j)	The following documents also form part of the Contract: I. Work Schedule submitted by contractor on or before signing bid II. Minutes of Contract Negotiation III. Schedule of Key Personnel IV. Schedule of Equipment V. Initial Environmental Examination (IEE) including Environmental Management Plan (EMP) VI. Environment, Health and Safety Management Plan (EHSMP)

GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Nepal
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	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: 115% of the Contract price, deductible: NRs. 500,000 (b) for loss or damage to Equipment: 100% (i.e., replacement Cost), deductible: NRs.100,000 (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: NRs. 1,000,000 with an unlimited number of occurrences, deductible: NRs.100,000 (d) for personal injury or death: (i) of the Contractor's employees: As per Labor Act of Nepal of other people: NRs. 1,000,000 with an unlimited number of occurrences <i>The Insurance policy should remain valid until DLP period.</i>
GCC 20.1	Site Investigation Reports are: Not Applicable
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 24.1.1	The Contractor shall comply with the following: a) Comply with all applicable safety regulations; b) Take care for the safety of all persons entitled to be on the site. c) Use reasonable efforts to keep the site and works of unnecessary obstruction so as to avoid danger to these persons. d) provide fencing, lighting, guarding and watching of the works until completions and taking-over by the Employer. e) provide Temporary Works (including roadways, footways, guards and fences) which may be necessary because of the execution of the works for the use and protection of the public and of owner and occupiers of adjacent land. f) The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's personnel. In collaboration with local health authorities. The contractor shall ensure that medical staff, first aid facilities, medical room (own or on-call) are available at all times at the site and at any accommodation for Contractor's and Employer's personnel, and the suitable arrangement are made for all necessary welfare and hygiene requirement and for the prevention of epidemics. g) The Contractor shall appoint a safety supervisor at the site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accident. Throughout

	the execution of the works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. h) The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of person, and damage to property, as the Engineer may reasonably require. i) HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness program and keep workers and community informed of the risks through billboard or information campaign.
GCC 24.1.2	The Contractor shall comply with the following Occupational Health and Safety Requirements: a) The Contractor shall adhere to international best practices on community and occupational health and safety such as the IFC EHS guidelines in construction activities. b) The Contractor shall provide on his own cost all labor and material and construct/install and maintain site safety, hard barricade, flexible green net, signboards, temporary day light traffic diversion throughout the construction activities according to the specification and provide Personal Protective Equipment (PPE) to all the workers working at the construction site. Contractor must take special precautions for public safety to minimize the scale and extent of disruption to public and commercial life. Routine joint monitoring on monthly basis will be carried out by the Engineer's environmental expert with contractor's safety officer by using a scoring matrix prepared by the project assigning score based on quality of the approved OHS Plan/SSHSMPC compliance. Notice to correct will be issued for noncompliance recorded during the joint monitoring and in case the overall compliance score is less than an agreed value. 1% penalty will be deducted under the respective interim bill for continuous non-compliance despite of issuing three NTCs to comply with the health and safety requirements as per the approved OHS Plan/SSHSMPC.
GCC 24.1.4	The Contractor shall comply with all the safeguard provisions as detailed in Annex 1 & Annex 2 which details safeguarding measures related with existing utilities, spoil management, dust minimization, noise nuisance, vibration, vegetation, solid waste and debris, spills of construction materials and chemicals, barricades, informative and safety signages, access for work site, material stockpiles, labor camp and other camp standards, and other safeguarding measures. Routine joint monitoring on monthly basis will be carried out by the Engineer's environmental expert with contractor's safeguard and safety officers by using a scoring matrix prepared by the project assigning score based on the quality of compliance with the approved EMP/SEMP/SSHSMPC. Notice to correct will be issued for noncompliance recorded during the joint monitoring and in case the overall compliance score is less than an agreed value. A penalty of 1% will be deducted under the respective interim bill for continuous non-compliance despite of issuing three consecutive NTCs to comply with the environmental safeguards and safety requirements.
GCC 24.2	The Contractor is responsible for providing site workers with safe and healthy working conditions and establish an operating system to prevent accidents, injuries, and disease. This includes the establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize,

	adverse impacts and risks of the construction site work to the health and safety of local communities. Within 28 days from the date of the Letter of Acceptance, the Contractor shall submit a detailed Site Specific Environmental, Health and Safety Management Plan (SEMP and SSHSMP) for the Project Manager's no objection showing how it intends to comply with environmental, health and safety laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures set forth in the Initial Environmental Examination (IEE) and the Environmental Management Plan ("EMP") of the project as well as related Supplementary Information attached in Section 6- Employer's Requirements. Work shall not commence on the Site until the no objection of SEMP/SSHSMP has been obtained from the Project Manager. Such confirmation of no objection by the Project Manager shall not relieve the Contractor of any of his obligations or responsibilities under the Contract. The Contractor is required to provide all personnel on site including Employer's Personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc. , in accordance with the Contractor's SEMP/SSHSMP. The Contractor should ensure that his Subcontractors comply with the SEMP/SSHSMP and provide all such necessary equipment to their personnel. The Contractor shall (a) establish an operational system for managing environmental, health and safety impacts, (b) comply with the approved SEMP/SSHSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SEMP/SSHSMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measures to the Project Manager and the Employer. Where unanticipated health and safety hazards, or environmental risks or impacts become apparent during the Contract, the Contractor is required to update the SEMP/SSHSMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager's approval. In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Project Manager immediately by verbal communication and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country.
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: Arbitration shall be conducted in accordance with the laws of the Employer's country.

	Arbitration shall be conducted in accordance with the rules of Nepal Council of Arbitration (NEPCA). Arbitration shall be administered by Nepal Council of Arbitration (NEPCA). The place of arbitration shall be: Kathmandu, Nepal.
GCC 32.1	The Contractor shall not employ any child to perform any work, including work that is economically exploitative, or is likely to be hazardous to, 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. "Child" means a child below the statutory minimum age as specified under the laws of Nepal.
GCC 34.2	Add the following Clause: Respectful Work Environment 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. The Contractor shall conduct training programs for its employees and sub-contractors 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 Engineer at their first written request.

C. Time Control

GCC 35.1	The Contractor shall submit for approval a Program for the Works within Twenty-Eight (28) days from the date of the Letter of Acceptance. The Contractor shall submit for approval a Program for the Works within Twenty-Eight (28) days from the date of the Letter of Acceptance and prior to field mobilization, which shall also include SEMP/SSHSMP Plan/ Quarry Operation Plan, Workers Code of Conduct etc.
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. 200,000.00

D. Quality Control

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

GCC 53.1	The currency of the Employer's country is: Nepalese Rupees (NRs)
GCC 54.1	The Contract is subject 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. $P_c = A_c + B_c \cdot I_{mc}/I_{oc}$ 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 coefficients 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."
GCC 55.1	The proportion of payments retained is: Five (5) percent
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, Provisional Sum and Day works and shall be paid in two installments. - The first installment of 5 percent shall be paid to the contractor within 28 days upon submission of acceptable Bank Guarantee for advance payment and required insurance policies. - The second installment of 5 percent shall be paid after the Contractor mobilizes and submits acceptable Bank Guarantee for Advance Payment, the insurance policies and has fulfilled contractual obligations such updated work program, detailed method statement, quality assurance plan, concrete evidence of utilization of first advance amount (such as material booking/stockpiling, equipment mobilization etc.).
GCC 58.3	Repayment of the Advance Payment shall be: Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 20% of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.

GCC 59.1	The Performance Security amount is Five (5) percent of the Contract Price. It shall be valid until a date 28 days beyond completion of Defect Notification Period. 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 38 and 39, the amount of additional performance security shall not be less than 8% of the accepted contract amount and shall be valid for at least 28 days beyond the original contract period. The additional performance security shall be released only after issuance of "taking over certificate."
G. Finishing the Contract	
GCC 72.1	The date by which operating and maintenance manuals are required is 30 days The date by which "as built" drawings are required is at the time of submission of request letter for the issuance of Certificate of completion
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 500,000.00. 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: Two Hundred (200)
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 15%
GCC 80 Protection of the Environment	The Contractor shall, throughout the execution of the works therein shall comply with the following: The Contractor shall, to the satisfaction of the Project Manager, take all necessary precautions for the efficient protection of all surface and sub-surface watercourses against all kinds of pollution arising from the execution of the works. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to people or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. The Contractor shall ensure that at all locations where his labor force are living or working, other than labor living in their own homes, adequate facilities are provided to collect and treat all sewage and wastewater and to ensure that the outflows from such treatment facilities comply with recognized national or international standards for sewage treatment discharges. The Contractor shall ensure that fuel wood is not used for cooking and heating. The Contractor shall take special precautions in connection with the establishment of storage facilities for diesel fuel, petrol, lubricants, bitumen and bituminous materials. Storage facilities shall not be placed in flood-prone areas. They shall have barriers and impervious surfaces preventing leakages of spilt material outside the storage area or into the underlying soils. Drain and settling tank shall be used around storage area. Spill cleaning facility shall be kept ready.

	The water used in the construction shall not be allowed to affect water availability in the local communities. Where a scarcity of water is expected to arise, the Contractor shall explore and tap alternative sources of safe water. In case of interference with the water supply of a settlement, the Contractor is liable to provide the affected population with potable drinking water from alternative sources at no extra cost to the Contract or the local people. Modify any working practice or activity should the Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to environment and biodiversity. The Contractor shall also comply with all applicable national, provincial and local environment laws and regulations. The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures set forth in the EMP attached hereto as Appendix, c) comply with any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time, and (d) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer. The Contractor shall allocate budget at his own cost for compliance with these measures, requirements and actions.
GCC 81 Health and Safety	The Contractor shall, throughout the execution of the works and the remedying of any defects therein shall comply with the following: The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment. The Contractor shall disseminate, or engage appropriate service providers to disseminate, information on the risks of sexually transmitted diseases, including HIV/AIDS, to its employees engaged under the project and to members of the local communities surrounding the Project area, particularly women. The Contractor shall disseminate, or engage appropriate service providers to disseminate, information on the risks of communicable diseases to its employees and workers and comply with all the health protocols related to communicable diseases issued by the Government of Nepal. The contractor shall provide appropriate facilities (toilet, resting shed, drinking water, first aid box etc.) for workers at construction site. The Contractor shall have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the works in an orderly state appropriate to the avoidance of hazards to such persons. The Contractor shall provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works for the safety and convenience of the public or others.

Section 9: Contract Forms

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Notice of Intention for Award of Contract

[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/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]
 E-mail Address: [insert e-mail 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 41.1 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 46.1.

The summary of the evaluation are 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:

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 of 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: Contract Agreement

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 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 Agreement shall prevail over all other Contract documents.

Letter of Acceptance,

Letters of Technical Bid and Price Bid,

Addenda Nos. [insert addenda number if any]¹⁰

Particular Conditions of Contract,

List of Eligible Countries that was specified in Section 5 of the bidding document,

General Conditions of Contract,

Specifications,

Drawings,

Completed Activity Schedules or Bill of Quantities, and

any other documents shall be added here.¹¹

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.

¹⁰ 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.

¹¹ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [*name of the borrowing country*] on the day, month and year indicated above.

Signed by
by.....
for and on behalf of the Employer

Signed
for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

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

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]¹² [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]¹³, 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.¹⁴

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

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.

¹² 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.

¹³ Insert the date 28 days after the defect liability period. The Employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [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."

¹⁴ 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]

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]¹⁵ [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]¹⁶ [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]¹⁷, 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.¹⁸

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

¹⁵ 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.

¹⁶ Footnote 1.

¹⁷ 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."

¹⁸ 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.

-- 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.

Annex 1: Safeguard related provision in Particular Condition of Contract (PCC)

With Reference to the General Condition of Contract (GCC)

Major safeguard related items in general conditions of contract (GCC) shall be elaborated as following:

GCC Clause 24.1	Addition in PCC
Safety	24.1.1 The Contractor shall comply with the following: a. Comply with all applicable safety regulations; b. Ensure safety of all persons entitled to be on the site. c. Use reasonable efforts to keep the site and works of unnecessary obstruction so as to avoid danger to these persons. d. provide fencing, lighting, guarding and watching of the works until completions and taking-over by the Employer. e. provide Temporary Works (including roadways, footways, guards and fences, and others as required) which may be necessary because of the execution of the works for the use and protection of the public and of owner and occupies adjacent land. f. The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's personnel. In collaboration with local health authorities. The contractor shall ensure that medical staff, first aid facilities, medical room with basic facilities, and standby vehicle to take injured to hospital for major scale accidents are available at all times at the site and at any accommodation for Contractor's and Employer's personnel, and the suitable arrangement are made for all necessary welfare and hygiene requirement and for the prevention of epidemics. g. The Contractor's safety officer will be responsible for maintaining safety and protection against accidents. The officer shall be authorized by contractor and qualified in health and safety. Throughout the execution of the works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. h. The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of person, and damage to property, as the Engineer may reasonably require. i. HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness program and shall undertake such other measures as are specified in this contract to reduce the risk of the transfer of communicable diseases including HIV.
	24.1.2 Occupational Health and Safety a) The Contractor shall adhere to international best practices in complying with occupational health and safety requirements at work sites such as the World Bank EHS guidelines.

GCC Clause 24.1	Addition in PCC
	b) The Contractor shall provide on his own cost all labor and material and construct/install and maintain in good condition the site safety, hard barricade, flexible green net, signboards, temporary day light traffic diversion throughout the construction activities according to the specification and provide Personal Protective Equipment (PPE) to all the workers working at the site. Contractor shall take all precautions to avoid safety issues to the community, public spaces, and disruption to business activities. c) Contractor's safeguards and safety officers will jointly monitor the work sites with the engineer's environment expert and use scoring checklist to assess the quality of compliance. Required action will be taken as mentioned above in PCC 24.1.2 and PCC 24.1.4.
	24.1.3 Submission of Safeguarding Plans The Contractor shall (a) comply with the measures relevant to the contract set forth in the Initial Environment Examination (IEE), the Environment Management Plan (EMP) (attach hereto as Appendix, the site-specific EMP (SEMP) of the Contractor (approved by employer before site mobilization); and any corrective or preventive actions set forth in safeguards monitoring reports; (b) Contractor will submit site-specific EMP (SEMP), OHS Plan (SSHSMP), Quarry Management Plan, Traffic Management Plan, workers Code of Conduct, etc. and allocate budget for implementing all the plans; (c) provide the Employer with a written notice of any unanticipated environmental risk or impact that arises during the construction, implementation or operation of works that were not considered in the IEE, the EMP and the RP; (d) allocate an adequate Provisional Sum to cover the effective implementation and monitoring of mitigation measures and/or activities not included in the BOQ, including mitigation measures for any unanticipated environmental impacts; (e) adequately record the condition of roads, structures, or other infrastructure prior to starting to transport materials and construction; (f) reinstate roads, pathways, chautaries, temples, and other local infrastructure to at least their pre-project condition upon the completion of constructions; and (g) prepare SEMP based on IEE and EMP with detailed provision for local impacts associated with particular sites and phases of construction before starting the construction works and obtaining SEMP approval at least one week before taking possession of any work site. No access to the site will be undertaken until the SEMP is approved by the Employer. 24.1.4 Other safeguard measures to comply: i. Existing utilities: The Contractor shall take special attentions for management taking care of the utilities with associated responsibilities as follows: a) Relocation and repair of damage to the utility is the responsibility of the Contractor. The Contractor shall coordinate the relocation and repair with the concerned authority; b) The Employer/Engineer can engage others at contractor's cost to undertake any non-compliance of the above-said work if the contractor does not attend the work; ii. Spoil Management. The contractor shall ensure that spoil and other construction debris will be disposed at designated site by Engineer and will be cleared from the site regularly to avoid spoil stockpiles in construction area or roadsides. If the spoil is to be used as fill in others areas or construction projects, it will be subject to the PIU's approval.

GCC Clause 24.1	Addition in PCC
	Care will be taken to ensure that spoil is kept free of general waste, sewage, hazardous wastes or any other contaminants that may render the material unsuitable as fill. All associated works shall also be undertaken iii. Dust. The contractor shall take all reasonable measures to minimize the generation of dust as a result of construction activities to the satisfaction of the Engineer. iv. Noise. Take into consideration the sensitive receptors around the construction area and access road such as hospitals, schools, religious and cultural places, and settlements. Set noise intensity at these places in day and night time. Contractor shall provide and use suitable and effective silencing devices for tools, equipment and other construction utilities such that the noise level in minimized and locations adjacent to the work areas will not exceed the applicable noise standards. Where excess noise generation is unavoidable, the Contractor shall, by means of barrier, effectively isolate the source of any such noise in order to comply with said regulations. The Contractor shall restrict any operations that may result in undue noise disturbance to those communities and dwellings neighboring the construction site during 7:00 to 19:00 hours during Sunday to Friday, or as agreed with the community. Neighboring businesses and places of residence that may be disrupted by such activity should be notified by the Contractor prior to commencement and provide them the estimated schedule of the work. v. Vibration: No equipment that will cause excessive vibration shall be used during construction, particularly in areas of historical and/or archaeological significance; old buildings etc. Contractor shall inspect nearby buildings to observe any structural instability or cracks, and inventory these with photograph, discuss working time and method with owners and complete work in agreement. vi. Vegetation. Any removal of trees or vegetation should be reinstated to the same or better condition immediately after works are completed following compensatory plantation plan of the project. vii. Solid waste and debris. The Contractor will undertake daily inspection of the construction site, ensuring that all project related debris is collected and disposed of responsibly from camp and work areas. Stockpiling of spoil and construction materials or debris beside roadside will be avoided. Their stockpile shall be done in approval of Engineer in a manner that minimizes its impact. Burning or open dumping of solid waste is strictly prohibited. viii. Spills. The contractor will make required safe arrangements for fuel storage, refueling and spills cleaning procedures. The method statement shall include: - Fuel storage requirement (i.e., fuel storage is required within the construction area, fuel containers will be stored within bounded areas with at least 110% volume of the amount of fuel storage or in portable bunds) - Refueling procedures (e.g., refueling over drip trays); - Spills procedures for containing and cleaning up oil/fuel spills (i.e., provision of spill kits including absorbent materials etc.)

GCC Clause 24.1	Addition in PCC
	d) Any soil contaminated (e.g. by oil) will be treated as hazardous waste and disposed of accordingly e) The method statement will be reviewed, approved by the Project Manager. ix. Barricades. The contractor shall erect and maintain clean and rust/dust free temporary barriers of the type and in the location directed by the Engineer. Such barriers shall be erected before undertaking designated activities. Barriers are to be engineered to withstand heavy winds and rains and must consider public safety and to be sturdy enough for the intended purpose. Warning tape and netting alone are not deemed a sufficient barrier for any active construction sites that involve machinery, open trenches, and other hazards. Barriers should be inspected daily for health and safety risk and, where required, immediately repaired. x. Signages. Place warning signs and safety signages in the work site and camp. Provide signboards for pedestrians to inform nature and duration of construction works, safety warning, and contact numbers for concern/ complaints. xi. Daily Inspection. Daily inspection of work sites should be undertaken and where required immediate repairs and changes are made. xii. Access to the Work Site. The Contractor shall ensure that access to the site and associated infrastructure and equipment is off-limits to the public at all times during construction. As directed by the Project Manager or equivalent officer, the Contractor shall secure the site with guarded fencing to secure the work site. xiii. Construction yard and site office. The Contractor's camp should be surrounded by durable permanent fencing material to prevent unauthorized public access. The camp should be kept in a neat and orderly fashion, with proper disposal of solid waste, vermin control, and access to potable water for all workers. xiv. Workshop, equipment maintenance and storage. All vehicles and equipment shall be kept in good working order. Leaking equipment shall be repaired immediately or removed from the Site. Where practical, all maintenance of equipment and vehicles on site shall be performed off site. When servicing equipment on site, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, heavy vehicles). Drip trays shall be inspected and emptied daily. Drip tray shall be closely monitored during rain events to ensure that they do not overflow. Where practical, the contractors shall ensure that equipment is covered so that rainwater is excluded from the drip tray. The washing of equipment shall be restricted to urgent or preventive maintenance requirement only. All washing shall be undertaken off site. xv. Material Stockpiles. Material stockpiles or stacks, such as pipes, must be stable and well secured to avoid collapse and possible injury to workers or communities. xvi. Camp Standard. Follow the labor camp standards attached as Annex 2. Use of old and rusted CGI sheet, bamboo or wooden frame and unpaved flooring shall not be used for the camps. Camps shall be constructed of readymade and movable prefabricated shed to the extend possible with cabins over paved floor and metal frame. Camps

GCC Clause 24.1	Addition in PCC
	shall be above high flood level and away from hazard areas (landslide, wetland etc.). xvii. Others a) Contractor will be responsible to provide temporary hoardings/hard barricade at work sites to prevent unauthorized person. b) Safety signage boards, caution tapes and green nets shall also be provided as and when required during construction c) Contractor will sprinkle water at required intervals as agreed with the Engineer in the work sites and access roads. d) Contractor will further monitor the sound and vibrations of machine, tools etc. during construction work in site and submit report to the Engineer. This is to avoid damage to vulnerable and old structures. Sound and vibration shall be within acceptable limit as specified in the standards or as directed by the Engineer. e) Contractor will supply potable water to affected community due to construction activity. f) Regular health check-up of labors at least three equal time intervals during contract period shall be conducted by the contractor. g) All labors will be equipped by personal protective equipment (PPE) and clothing as listed above and workers will be required to use applicable PPE during construction depending on their tasks. h) Contractor will make available first aid kits, fire extinguishers, and an emergency vehicle close to the construction site at all the time during construction. i) Cutting of trees- No trees shall be cut without permission of the Engineer and as approved by the authorized agency. j) Leave Clean: On completion, all work area must be cleaned, rubbish removed and land cleaned of surplus materials, debris, roadside deposits, drums, wire, iron pieces and other accumulations and the site is left in clean and orderly condition approved by the Engineer. k) Routine joint monitoring will be carried out with contractor with scoring of the quality of compliance.

Annex 2: Labor Camp Standards

The following sample of construction and labor camp standards should be attached with bidding document, contract agreement, and SEMP approved by Engineer.

1. General

- SEMP shall include a “*Camp Management Plan*” with a Camp In-charge for maintaining clean and safe area free of garbage and waste and enforce workers *Code of Conduct*;
- Camp shall be located at an area with less than 30-degree slope and 300 ft away from waterbodies, water sources, historical areas, forest, and other sensitive areas;
- Camp shall be fenced with barbed wire or colored iron sheet, gated and guarded;
- Campsite shall be leveled, well drained with drainage around the perimeter; courtyard and pathways paved; area well-lit, and easily accessible by motorable road;
- Camp shall be on a stable foundation above flood level and shall not pollute waterbodies;
- Supply clean water at >10 liter per person per day for consumptive and 80 liters per person per day for non-consumptive purposes ensuring 48-hour reserve at all time;
- Supply electricity with circuit breaker, fuse protection, and double insulated electric wire;
- Keep oil, fuel, chemicals, and workshop away from living, cooking and dining area;
- Keep portable fire extinguishers or fire buckets in the camp ready to use during emergency;
- Provide recreational and sport facilities in the camp for the workers;
- Prohibit use of alcohol, smoking, gambling inside the camp;
- Remove camp, clean the area and leave in original condition after work completion.

2. Camp Structure

- Use brick/stone/concrete blocks, or prefabricated camp structure on proper iron frame. Restrict use of plain and old/rusted CGI sheet, tarpaulin and wooden or bamboo frame;
- Use of readymade canvas tents could be conditionally approved by Engineer for temporary workers camp for linear work or for quarantine/isolation purpose;
- Ceiling height of cabins shall not be less than 7 ft., doors 6 ft. high and 3 ft. wide, and minimum 20 sq. ft. window/ventilation opening for a room of 12 ft. x 10 ft. size;
- Cabins shall have raised plinth above flood level, paved impervious floor;
- Roof should be of waterproof colored iron or PVC sheet or RCC structure;
- All doors and windows shall have locking system and are fitted with mosquito net.

3. Rooms/Cabins

- Provide not less than 30 sq. ft. area per person and not more than 8 person in a room;
- Provide separate cot (no double-deck beds) with mosquito net for each worker with bedding suitable to local weather. Sleeping on floor shall be strictly prohibited;
- Beds shall be spaced at least 3 ft. apart and elevated at least 3 ft. from the floor;
- Arrange separate room for female workers and workers with spouse;
- Room will have facility of electricity and fan.

4. Kitchen and Dining

- Arrange well ventilated kitchen in the camp equipped with LPG burner on elevated cooking platform, clean store, and paved floor (PCC or tiled);
- Cooking gas cylinders should be kept at safe distance (at least 10 feet away) from cooking stove and preferably in an enclosed space outside of kitchen structure.
- Arrange minimum 10 sq. ft. per person dining area in a separate room or open shed on impervious floor with sufficient dining tables and chairs (restrict eating on floor);
- Arrange a hand washing basin, dish cleaning and drying area;

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- Arrange kitchen waste disposal and wastewater discharge system with sump well;
 - Prohibit cooking and eating meals in the cabins;
 - Arrange proper garbage bins with lid and keep at least 100 ft. away from the cabins, dining and kitchen area. Use organic waste to recycle as compost for using in gardens, and arrange municipal waste collection service to collect remaining waste.

5. Sanitation

- Arrange toilets and bathing facility at minimum 1 toilet for 15 people of a size larger than 5 ft. x 3 ft. at 100 ft. away from cabins, kitchen and dining, and waterbody;
- Separate toilet and bath shall be provided for female workers away from men's toilet;
- Toilets shall be of rigid material on elevated impervious floor with lock. Restrict use of plain CGI sheet, tarpaulin, sacks, bitumen drums. Restrict open bathing;
- Toilets shall use pan (not commode), have septic tanks before discharging (sewer or rivers);
- Toilet and bathing rooms shall have sufficient light and ventilation;
- Handwash facilities with soap and water shall be arranged at shelter, dining and work sites;
- If tube well is used, the area shall be clean and have paved platform with drain.

6. Facility

- Establish a medical facility in the camp with emergency supplies & medications
- Arrange a full-time medical staff to operate the medical facility;
- Keep first aid box at labor camp and key work areas with sufficient supplies;
- Train workers group leaders on application of first aid in case of injury and emergency;
- An emergency protocol shall be established with name and number of immediate person to contact, address of nearest medical facility in local language, and standby ambulance;
- Mandatory screening of health of workers before induction and periodically during work;
- Aware workers and staff on communicable and sexually transmitted diseases;
- Prepare emergency evacuation plan and evacuation/assembly points, make all staff and workers aware about it, and conduct periodic drills;
- Keep sufficient informative and safety signboards suitable to type of work (electricity, carpentry, mason, welding, fabrication etc.) in the camp and work site to keep workers aware of safety requirements to follow during work.

Annex 3: Environmental Management Plan in the Approved Project IEE

Separately attached and also refer to <https://siddharthanagarmun.gov.np/en/project-update-reports>