

# Epp syllabus

- **Contract Management [6 hours]**
  - **Methods of work execution/contracting**
  - **Types of Contracts**
  - **Tendering Procedure**
  - **Contract agreement**
- **Regulatory Environment [5 hours]**
  - **Nepal Engineering Council Act**
  - **Labor Law**
  - **Intellectual Property Right**
  - **Building Codes and Bylaws**
  - **Company Registration**

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## Procurement of Works

### Direct Purchase

Procurement of Works, Direct Purchase

### Sealed Quotation (SQ)

[3. Sealed Quotation Works\\_May2019](#)

[Procurement of Works , Sealed Quotation \(SQ\)](#)

[Procurement of Works , Sealed Quotation \(SQ\) Nepali](#)

### National Competitive Bidding (NCB)

[2. NCB Works , Single Stage Two Envelope for above 20 Million\\_may2019](#)

[4. NCB Works , Qualification not Required for up to 20 Million final\\_May2019](#)

[5. SBD Procurement of Works ,\(NCB\) For NRs. 2 Million to 20 Million Rupees  
Qualification Procedure 2017\\_May2019](#)

[Procurement of Works , Qualification Not Required](#)

[Procurement of Works , Single Stage One Envelope Procedure](#)

[Procurement of Works , Single Stage Two Envelope Procedure](#)

### International Competitive Bidding (ICB)

[1. SBD for Procurement\\_of\\_works\\_ICB\\_Two Envelope-May-2019](#)

[Procurement of Works , Single Stage One Envelope Procedure](#)

[Procurement of Works , Single Stage Two Envelope Procedure](#)

### Pre- Qualification (PQ)

[7. Prequalification of Bidders\\_May 2019](#)

[Pre- Qualification \(PQ\) Document](#)

After Pre- Qualification (PQ) Document

# **Procurement of Goods**

## **Direct Purchase**

[Procurement of Goods \\_Direct Purchase](#)

## **Catalogue Shopping**

Procurement of Goods, Catalogue Shopping

## **Sealed Quotation (SQ)**

[3. proc.ofgoods\\_sealed\\_quotation final\\_May 2019](#)

[Procurement of Goods \\_Sealed Quotation \(SQ\)](#)

## **National Competitive Bidding (NCB)**

[1. goods NCB April 2018 final\\_May 2019](#)

[Procurement of Goods \\_National Competitive Bidding\\_\(NCB\)](#)

## **International Competitive Bidding (ICB)**

[2. procurement\\_of\\_goodsicbjanuary\\_2012\\_May 2019](#)

[Procurement of Goods \\_International Competitive Bidding\\_\(ICB\)](#)

# **Procurement of Consulting Services**

## **Direct Purchase**

[Procurement of Consulting Services \\_Direct Purchase](#)

## **Express of Interest (EOI) Document for Short Listing**

[3. Final EOI Document \(1\)\\_May\\_2019](#)

[Express of Interest \(EOI\) Document for Short Listing](#)

## **Request for Proposal (RFP)**

[1. PPMO\\_SRFP1\\_LumpSum 9-13-2017 Final\\_May 2019](#)

[2. SRFP1\\_Time\\_Based-May-2019](#)

[Lump-Sum Contract](#)

[Time based Contract](#)

# **Procurement of Other Services**

[Procurement of Ration](#)

# e-GP Handsout & Resources

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[e-GP Works Single Stage Two Envelope Procedure for Government of Nepal](#)

[e-GP Video Tutorials For Bidder Registration and Profile Management](#)

[विद्युतीय खरिद प्रणाली सञ्चालन निर्देशिका, २०७४](#)

[प्राबिधिक मार्गदर्शन न. १](#)

[प्राबिधिक मार्गदर्शन न. २](#)

[Functionality of System for PE\\_new](#)

[Slide1-e-Procurement Background and Importance](#)

[Slide2-eGP System Portal Management](#)

[Slide3-User Auth\\_MPP\\_APP\\_PRF](#)

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[Slide5-Procurement of Goods-NCBICB](#)

[Slide6-Procurements of Works- Final\(NCB-ICB-SQ-PQ\)](#)

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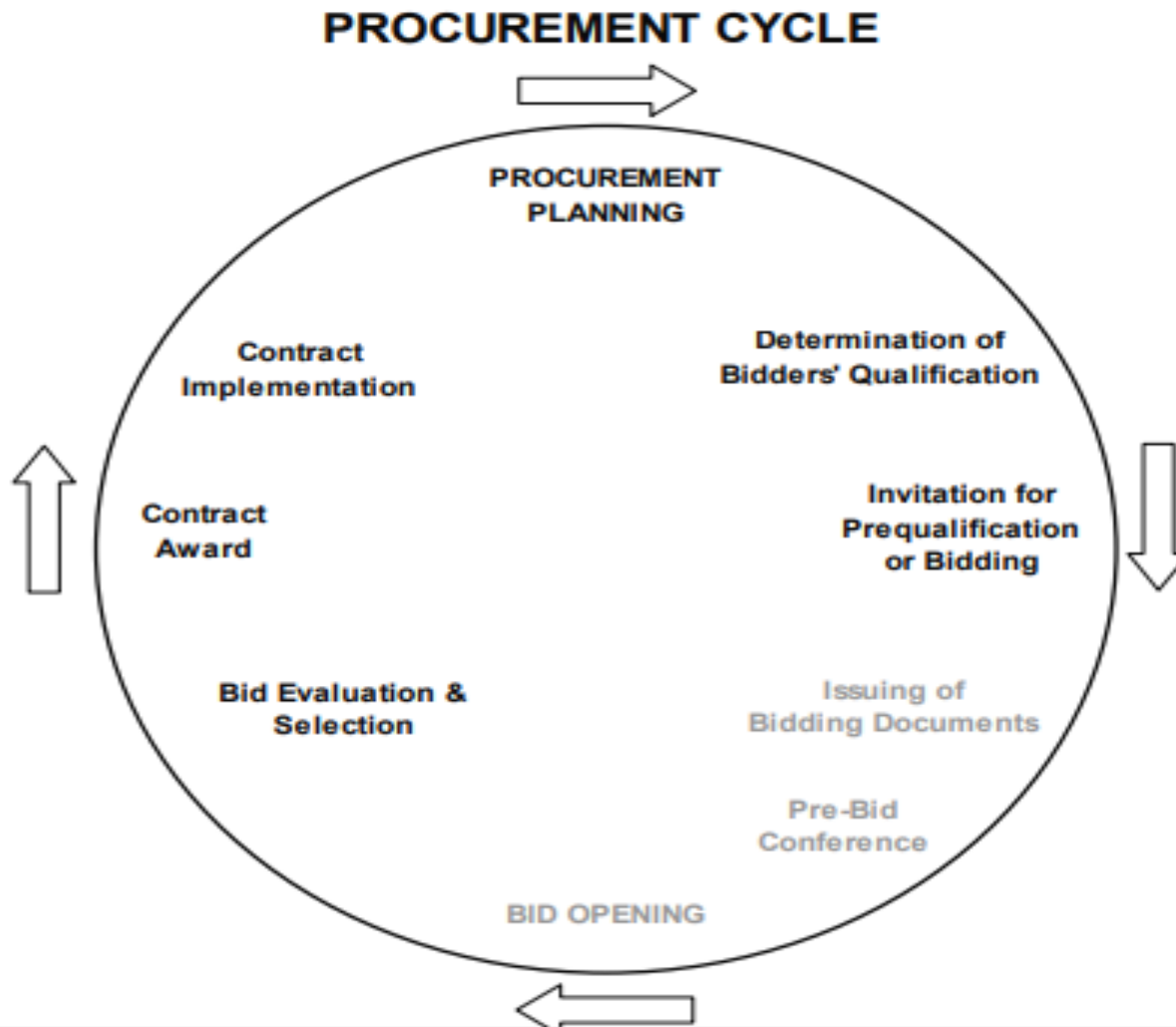
# Acts and Regulations

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1. **सार्वजनिक खरिद नियमावली २०७५ (छैठौ संशोधन समेत)**
2. **सार्वजनिक खरिद ऐन २०६३ (पहिलो संशोधन समेत)**
3. **सार्वजनिक खरिद नियमावली २०६४ (पाँचौ संशोधन समेत)**
4. **Public Procurement Act, 2063 (English)**
5. **Public Procurement Rule 2064 (English)**
6. **Public Procurement Rule 2064 (Nepali)**
7. **Public Procurement Act 2063 (Nepali)**

### 5.3 Procurement Cycle, Procurement Stages and Steps, Public Procurement Procedure

Procurement is conceived as a series of stages of activities in a logical sequence known as the procurement cycle, depicted below:

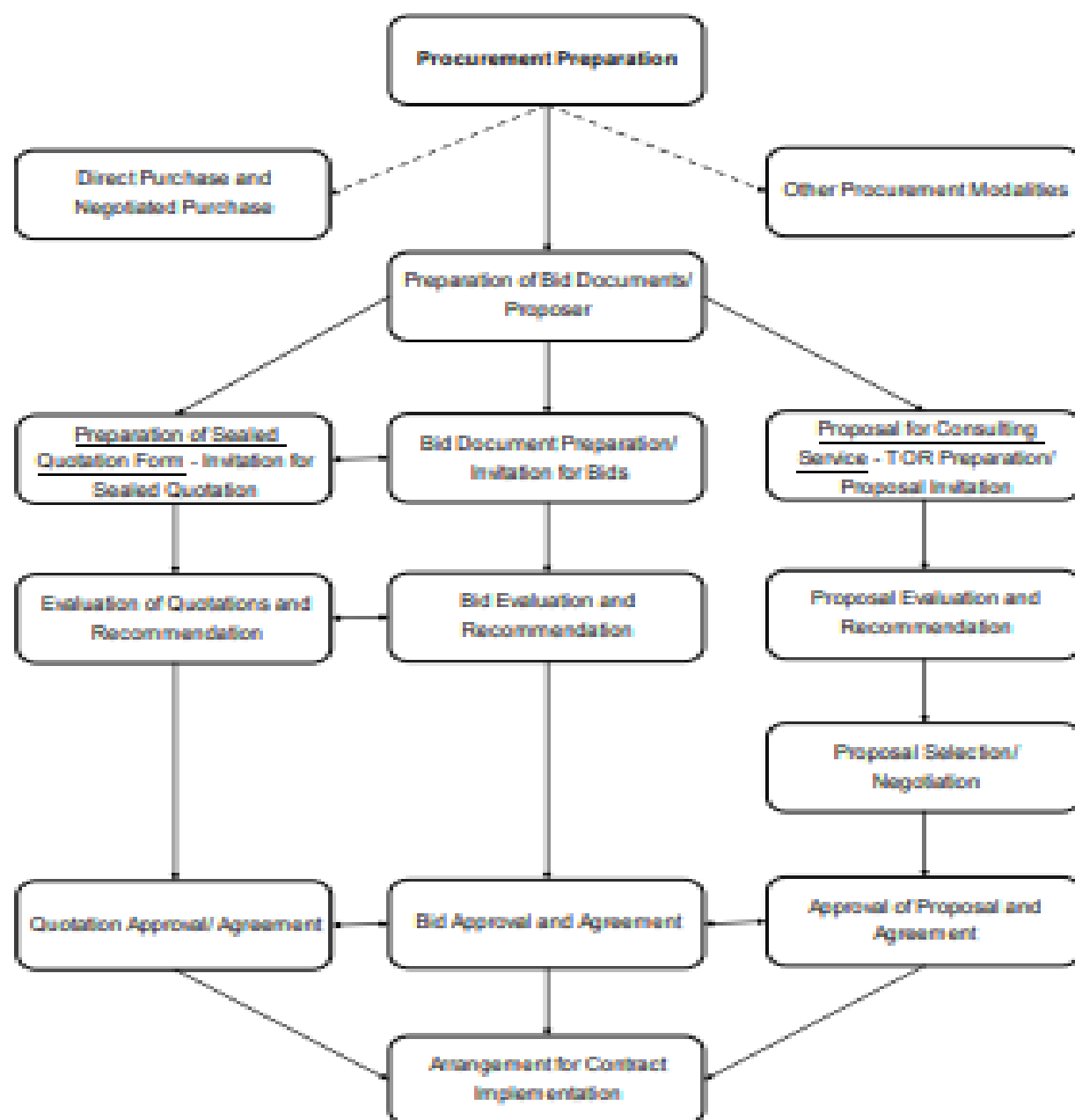


Procurement Stages and Steps	
PROCUREMENT CYCLE STEP	GOODS
Procurement Planning	Prepare preliminary equipment, drug or vaccine list, specifications, and cost estimates
	Prepare final equipment list, cost estimates, and broad technical specifications
	Prepare bidding documents
Determination of Bidders' Qualification	Determine qualifications based on the scale and nature of the work
Invitation for Prequalification or Bidding	Advertise
Issuing of Bidding Documents stage	Issue bidding documents
Pre-bid Conference	Conduct conference, if necessary
Bid Opening	Receive and open bids and select the lowest evaluated bid
Bid Evaluation and Selection	Evaluate bids and select the lowest substantially responsive bid
Contract Award	Award contract
Contract Implementation and Closing	Delivery at port or at site specified in Bidding Document
	Install and commission
	Training at site in O & M
	Conduct Project evaluation of goods



# Public Procurement Procedure

Goods/ Other Services and Consulting Services



### 6.3.3 Cost Estimation

- Cost Estimate for Procurement – Article 5; Rule 9: A cost estimate shall be prepared for any procurement in excess of a maximum of NRs. 25,000.
- Cost Estimate for Goods (Rule 11)

While preparing the cost estimate of goods, the following matters shall be taken into account:

- The actual cost incurred for procurement of the same nature made in the current or previous years.
- Prevailing rate in the local market
- The rate issued by the Chamber of Industry and Commerce
- Cost Estimate of Construction Works (Rule 10); Schedule 1-IPR
- Cost Estimate of Consulting Services (Rule 12)
- Cost Estimate of Other Services (Rule 13)
- Approval/Updating of Cost Estimate for procurement of goods and services – Rule 14, 15:

S. No.	Procurement Type	Amount, in NRs.	Position of Approving Officer	Rank: Gazetted Class
<b>A.</b>	<b>Estimate Approval - Goods and other services</b>			
1.	„ „	25,000 to 5,000,000	Office Chief	III
2.	„ „	Up to 10,000,000	„ „	II
3.	„ „	UP to 30,000,000	„ „	I
4.		Any Amount	Department Head	
<b>B.</b>	<b>Estimate Approval – Consulting Services</b>			
1.	Estimate Approval - Consulting services	Up to 100,000	Office Chief	III
2.	„ „	Up to 500,000	„ „	II
3.	„ „	Up to 1,000,00	„ „	I
4.	„ „	Any Amount	Departmental Head	

# Guidelines .....

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# Contract Management

- **The law of contract is that branch of the law, which determines the circumstances in which a promise shall be legally binding on the person making it.**  
**Sir William R. Anson**
- **Contract Management**
- The process of planning organisation leading and controlling the work of organisation members and of using all available organizational resources to reach stated organizational goals is understand as management.

# Contract law

- Modern economic life is based on contracts.
- You are free to make any bargain you wish, provided that it does not conflict with the public interest,
- but when you have made your bargain then carry it out or compensate the other party for the bargain he has lost.
- The theory of contract is that when two companies enter into a contract they are presumed in law to do so by agreeing between themselves on a set of conditions of contract which is a complete and exact statement of all the conditions they have agreed to, and which then only needs to be read in the event of any dispute in order to decide what the true position of the parties is.
- Both parties are presumed to be professional in outlook and therefore to know what contract means. In practice it is never that simple.
- Most contracts are not written by experts.
- They are often a negotiated compromise and therefore loosely worded.
- You can never cover for every contingency.
- Finally your contracts do not mean what you think they mean, they mean what a JUDGE would think that they mean.
- Hence, standard contract documents are to be followed.

# Contract

- **What is a contract?**
- According to the dictionary, a contract is "an agreement to do something, especially one that is enforceable by law.
- " From the contract Act of Nepal 2056 has defined the term contract **as an agreement made between two or more than two parties to do or not to do any business, which can be enforceable as per law.**
- The Indian Contract Act, 1872, defines contract as **an agreement enforceable by law.** The same term contract, as used in the engineering field, can be defined as:
  - **An agreement entered into by two competent parties, under the terms of which one party agrees to perform a given job for which the other party agrees to pay. In order to make this agreement valid, there must be a definite offer and there must also be an equally definite and unconditional acceptance of this offer.**
- This indicates that there involves at least two parties, one of which make an offer and other is an acceptor. Without an offer and acceptance, there cannot be a contract.

- [GSM-tender-nepal-Telecom2011.doc](#)
- [Tender document UREA 58.pdf](#)

con·tract  
/'käntrakt/

Noun

A written or spoken agreement, esp. one concerning employment, sales, or tenancy, that is intended to be enforceable by law.

Verb

Decrease in size, number, or range.

Synonyms

*noun.* agreement - covenant - treaty - pact - compact *verb.* shrink - narrow

a·gree·ment  
/ə'grēmənt/

Noun

Harmony or accordance in opinion or feeling; a position or result of agreeing.

A negotiated and typically legally binding arrangement between parties as to a course of action: "a trade agreement".

Synonyms

accord - concord - contract - pact - treaty - covenant



# contract

- **n. an agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration. Since the law of contracts is at the heart of most business dealings, it is one of the three or four most significant areas of legal concern and can involve variations on circumstances and complexities.**
- **The existence of a contract requires finding the following factual elements:**
  - **a) an offer;**
  - **b) an acceptance of that offer which results in a meeting of the minds;**
  - **c) a promise to perform;**
  - **d) a valuable consideration (which can be a promise or payment in some form);**
  - **e) a time or event when performance must be made (meet commitments);**
  - **f) terms and conditions for performance, including fulfilling promises;**
  - **g) performance.**

# contract

- *noun* accord, accordance, agreement, arrangement, articles of agreement, assurance, avowal, bargain, binding agreement, bond, charter, collective agreement, commitment, compact, concordat, condicio, confirmation, covenant, deal, embodied terms, engagement, guarantee, instrument evidencing an agreement, ironclad agreement, legal document, mutual agreement, mutual pledge, mutual promise, mutual undertaking,

# contract

- Negotiated agreement,
- obligation, pact, [paction](#), [pactum](#), pledge, pledged word, private understanding, promise, ratified agreement, set terms, settlement, stated terms, stipulation, terms for agreement, understanding, warranty, written terms

# contract

## Associated concepts:

- acceptance of a contract, accessory contract, action on contract, adhesion contract, aleatory contract, alteration of a contract, alternative contract, anticipatory breach of contract, assent to a contract, assignment of a contract, bilateral contract, breach of a contract, [breach of contract](#), cancellation of a contract, claim arising on contract, collateral contract, [collective agreement](#), commercial contract, concurrent contracts, conditional acceptance of a contract, conditional agreement, conditional contract, consideration in a contract, constructive contract, contingency contract, continuing contract, contract action, contract carrier, contract for an option, contract implied in fact,

# contract

## Associated concepts:

[contract obligation](#), contract of agency, contract of carriage, contract of employment, contract of guaranty, contract of hire or hiring, contract of indemnity, contract of insurance, contract of record, contract of sale, contract of subscription for stock, contract of suretyship, contract price, contract rights, contract to lease, contract to purchase, contract to sell, contracting out work, de facto contract, divisible contract, enowment contract, enforceable contract, exclusive contract, executed contract, executory contract,

# contract

## Associated concepts:

- [express contract](#), fictitious contract, fiduciary contract, formal contract, fraudulent contract, future contract, general contract, government contract, [gratuitous contract](#), guaranty contract, illegal contract, illusory contract, immoral contract, impairing the obligation of contract, [implied contract](#), indivisible contract, inequitable contract, [installment contract](#), [joint contract](#), liberty of contract, lump sum contract, marriage contract, material alteration of contract, material breach of contract, obligation of contract, optional contracts, [oral contract](#), parole agreement, parties to a contract, passive breach of contract, performance of a contract, preexisting contracts, private contract,

# contract

## Associated concepts:

- private of contract, public contract, quasi contract, reformation of a contract, release from a contract, renunciation of a contract, repudiation of a contract, requirements contract, rescission of a contract, restitution on a contract, revival of a contract, right to contract, sealed contract, separable contract, service contract, severable contract, specialty contract, surety contract, third-party beneficiary contract, unconditional contract, unconscionable contract, unenforceable contract, unilateral contract, unlawful contract, valid contract, verbal contract, void contract, written contract

# contract

**Associated concepts:**

**Foreign phrases:**

Vox emissa volat; litera scripta manet. Words spoken vanish; the written letter remains.

*Qui cum alio contrahit, vel est, vel debet esse non ignarus conditiionis ejus.* He who contracts with another is not, or ought not to be ignorant of his condition.

*Praescriptio et execuutio non pertinent ad valorem contractus, set ad tempus et modum actionis instituendae.* Prescription and execution do not affect the validity of the contract, but the time and manner of instituting an action.



# contract

## Associated concepts:

## Foreign phrases:

*Ex turpi contractu actio non oritur.* From an immoral contract an action does not arise.

*Dolo malo pactum se non servaturum.* An agreement induced by fraud is not valid.

*Pacto aliquod licitum est, quid sine pacto non admittitur.* By agreement, things are allowed which are not otherwise permitted.

*Nulla pactio effici potest ne dolus praestetur.* By no agreement can it be effected that a fraud shall be maintained.

*In contractibus, benigna, in testamentis, benignior; in restitutionibus, benignissima interpretatio facienda est.* In contracts, the interpretations should be liberal, in wills, more liberal; in restitutions, most liberal.

# contract

## Associated concepts:

## Foreign phrases:

*.Scientia utrinque par pares contrahentesfacit.* Equal knowledge on bothsides makes the contracting parties equal.

*Pacta conventa quae neque contra leges, neque dolo malo inita sunt, omni modo observanda sunt.* Agreements which are not contrary to the laws, nor fraudulently entered into, are in all respects to be observed.

*Pactis privatorum juri publico non derogatur.* Private contracts do not derogate from public law.

*In stipulationibus cum quaeritur quid actum sit verba contrasti pulatorem interpretanda sunt.* In agreements, when the question is what was agreed upon, the terms are to be interpreted against the party offering them.

# contract

**Associated concepts:**

**Foreign phrases:**

*Privatis pactionibus non dubium est non laedi jus caeterorum.* There is no doubt that the rights of others cannot be prejudiced by private agreements.

*In omnibus contractibus, sive nominatis sive innominatis, permutatio continetur.* In all contracts, whether nominate or innominate, an exchange, i.e., a consideration, is implied.

*Pacta quae contra leges constitutionesque vel contra bonos mores fiunt, nullam vim habere, indubitati juris est.* It is unquestionably the law that contracts which are made contrary to the laws or against good morals, have no force in law.

*Nemo tenetur ad impossibile.* No one is bound to an impossibility.

*Pacta dant legem contractui.* Stipulations constitute the law for the contract.

# contract

## Associated concepts:

## Foreign phrases:

*Pacta que turpem causam continent non sunt observanda.* Contracts which are based on an unlawful consideration will not be forced.

*Conventio vincit legem.* The agreement of parties controls the law.

*Contractus ex turpi causa, vel contra bonos mores, nullus est.* A contract founded on a base consideration, or one against good morals, is null.

*Nudum pactum est ubi nulla subest causa praeter conventionem; sed ubi subest causa, fit obligatio, et parit actionem.* A naked contract is where there is no consideration for the agreement; but, where there is a consideration, an obligation is created and gives rise to a right of action.

# contract

**Associated concepts:**

**Foreign phrases:**

*Modus et connentio vincunt legem.* Custom, convention and an agreeement of the parties overrule the law.

*Conventio facit legem.* An agreement creates the law, i.e. the parties to a binding contract will be held to their promises.

*Ex nudo pacto non oritur actio.* No action arises on a contract without a connideration.

*Contractus legem ex conventionem accipiunt.* Contracts receive legal sanction from the agreement of the parties.

*Naturale est quidlibet dissolvi eo modo quo liggtur.* It is natural for a thing to be unbound in the same way in which it was made binding.

*Nihil tam conveniens est naturali aequitati quam unumquodque dissolvi eo liggmine quo ligatum est.* Nothing is so agreeable to natural equity as that a thing should be dissolved by the same means by which it was bound. .

# contract

**Associated concepts:**

**Foreign phrases:**

*In conventionibus, contraentium voluntas potius quam verba spectari placuit.* In contracts, it is the rule to regard the intention of the parties rather than the actual words.

*Ex maleficio non oritur connractus.* No contract is born of wrongdoing.

*Ex pacto illicto non oritur actio.* From an unlawful agreement, no action will lie.

*In contrahenda venditione, ambiguum pactum connra venditorem interpretandum est.* In the negotiation of a sale, an ambiguous agreement is to be interpreted against the seller.

*In contractibus, rei veritas potius quam scriptura perrpici debet.* In contracts, the truth of the matter ought to be regarded as more important than the writing.

# contract

**Associated concepts:**

**Foreign phrases:**

*In contractibus, tacite insunt quae sunt moris et consuetudinis.* In contracts, matters of custom and usage are tacitly implied.

*Incerta quannitas vitiat actum.* An uncertain quantity vitiates the act.

*Legem enim contractus dat.* The contract makes the law.

*Nuda pactio obligationem non parit.* A naked promise does not create a binding obligation.

*Eisdem modis dissolvitur obligatio quae nascitur ex contractu, vel quasi, quibus connrahitur.* An obligation which arises in contract, or quasi contract, is dissolved in the same ways in which it is contracted.

# Essential Elements of Contract

- 1. Offer and acceptance: I**
- 2. Competent parties:**
- 3. Mutual intent to enter into contract:**
- 4. Consideration:**
- 5. Capacity to contract:**
  - 1. Person below 16 years**
  - 2. Person not in own control (mad senseless )**
- 6. Lawful purpose:**
  - 1. Lawful consideration**
  - 2. Law full object**
- 7. Free consent:**
- 8. Possibility of performance:**
- 9. Certainty:**



# Functions of a contract

○ What is ?

○ A Contract is a bargain -

○ A Contract is Risk -

○ A contract is money –

○ Function

○ It defines the normal performance required from each party;

○ variance in certain circumstances should be within the framework of the contract.

○ It defines the share of technical, commercial and economic risks between the parties,

○ it identifies most of the predictable problems which may arise during the contract and prescribe machinery and procedures for dealing with them if they arise.

# Functions of a contract

- **Contracts - key issues**
- **Essential requirements**
- Incentive - for efficient performance
- Flexibility - to permit anticipated change and to provide fair method of evaluation of such change
- Risk sharing - to party best able to control the risk
- **Contract provides a clear division of**
  - Responsibilities
  - Legal obligations
  - Risk allocation
  - Payment regime

# FACTORS TO BE CONSIDERED IN PREPARING A CONTRACT

- THE CONTRACT MUST BE FAIR
  - The owner wants to have his project constructed. &
  - The contractor wants a profit.
  - prudent contractors will refrain from tendering at all.
  - One of the worst consequences of an unfair contract is that the contractor won't take it seriously.
  - One in which the owner must fight with the contractor at every stage of contract in order to prevent bad practices (which often leads to default and/or litigation).
  - One in which the contractor tries to gain the favor of the manager so that the manager will overlook the contractor's bad practices (which often leads to corruption and bribes).

# FACTORS TO BE CONSIDERED IN PREPARING A CONTRACT

- THE CONTRACT MUST BE CLEAR
- The intention of the contract is to communicate precise information to people who must act on it. Construction errors are costly and difficult to correct. There is no need to use confusing legalistic language in a contract. Contract language must be clear and precise. It does not have to impress anyone with the use of "therefore", "whereas", "herein after", or any other terms that don't serve the interests of clarity.
- 
- CONTRACT LANGUAGE MUST BE CONSISTENT
- DON'T REPEAT
- SAY IT ONCE - SAY IT IN THE PROPER PLACE - LET IT BE.

# FACTORS TO BE CONSIDERED IN PREPARING A CONTRACT

- USE EACH PART OF THE CONTRACT FOR ITS PROPER PURPOSE
- CONTRACT INFORMATION MUST BE RETRIVABLE
- USE FORESIGHT
- IF YOU WANT IT, GET IT IN THE CONTRACT
- The contractor can not read your mind. And vice versa
- If the contract does not clearly state that something is to be done, do not expect the contractor guess that you want it done.
- **Contract Risk :**
- Probability of loss arising from the buyer's reneging on the contract, as opposed to the buyer's inability to pay. Probability of loss arising from failure in contract performance. Vendors have the highest risk in fixed price contracts and least in the cost type contracts.

•

# Types of contract

- Basis of classification
- The mode of creation of contract
  - Performance of contract
  - Origin of liabilities of parties
  - Nature of contractual liability
  - Nature of offer
  - Enforceability
  - Negotiation and
  - open competition

# Types of contract

- Basis of classification
- Based on execution arrangement a project, contract are named as
  - Conventional (Traditional approach): The owner employed a designer and the other party (contractor) takes responsibilities of construction
  - Design built
  - Owner built
  - Professional construction management
  - Partnership
  - BOT (Built operate and transfer)
  - EPC, EPCF, EPCM

Basis of classification

1. Labour contract
2. Material contract
3. Equipment contract
4. Turnkey (package deal),
5. Management

# Types of contract .. EPC, EPCF, EPCM

- "Engineering, Procurement, and Construction" (**EPC**) is a particular form of contracting arrangement used in some industries where the **EPC Contractor** is made responsible for all the activities from design, procurement, construction, to commissioning and handover of the project to the End-User or Owner.
- **Turnkey construction** contract. A type of **construction** contract under which the **construction** firm is obligated to complete a **project** according to prespecified criteria for a price that is fixed at the time the contract is signed.
- On an **EPCM** project, the **EPCM contractor** provides engineering, procurement and construction management services, but the employer directly employs construction contractors (sometimes called trade contractors) to build the project. The **EPCM contractor** usually manages the construction contractors for the employer.



# Types of contract

- EPC is a contract comprising Engineering, Procurement and Construction.
- Turnkey is a contract comprising Engineering, Procurement and Construction.
- If you look at the definition , you may find no difference between two concepts, but there are some differences between two concept as follows;
- **1- In EPC, an employer will provide basic engineering to a contractor and the latter shall perform detailed design based of received basic design.**
- 2- In Turnkey , Employer will only provide certain technical specifications of the project and it is the responsibility of the contractor to prepare basic and detail design of the project.
- 3- In turnkey, contractor is responsible to perform construction and commissioning, start-up and take over of the plant to employer, but in EPC, it may be the responsibility of other third person to do commissioning and start-up.

# Types of contract

- **Target cost contract. CTC** Negotiated cost of a contract that does not include the cost of any authorized but un-priced changes
- **Infinite service period contract** (is a contract that doesn't set a time period for the life of the contract. They usually cover agreements that involve the regular, cyclical sale or transfer of goods and services
- The force account contract (AMANAT)
- **Contingent** contract is a contract to do or not to do something if something event occurs. Such event does or does not happen (insurance)

# Types of contract

- As per legal consideration (based on the legal relationship and obligation of parties) contract may be valid, void, voidable and unenforceable;
  - **Valid contract:** an agreement enforceable by law is said valid contract
  - **Void contracts:** an agreement not enforceable by law is said to be void.
- The contract becomes **voidable**
  - Forceful contract
  - Entered in to contract because of undue influence
  - Contract involving fraud and or misstatement.
- **As per contract Act 2023, following are void contact**
  - Contrary to the statutory law, Ambiguous , vague, and unlimited contracts, Non-possibilities of performance
  - Contrary to public policy and welfare.

# Void – contract : what is void and voidable ?

- **As per Indian contract act declares; an **agreement is void** under the following circumstance:**
- **When there is unlawful consideration of object**
- **When it is entered into without consideration , unless it is covered by exceptions made under section 25 of the Indian contract act**
- **In restraint of marriage of a person not a minor**
- **In restraint of trade**
- **In restraint of legal proceeding with an exception of reference to arbitration**
- **By way of wager**
- **When it is uncertain meaning**
- **When it is entered so as to perform an act which is impossible or becomes impossible;**
- **When there is a mistake on the part of both the parties as to essential matters of fact;**
- **When there is mistake on the part of both the parties as to foreign law**
- **A void contract produces no legal effect whatsoever. Neither party is able to sue the other on the contract.**

- **Kathmandu, August 17**

Some slum areas on the banks of the Bagmati River and Dhobikhola were inundated in Kathmandu after torrential rainfall yesterday night and in the wee hours this morning. The slum dwellers were panic-stricken as the swollen rivers entered their settlements. Some vacated their shanties in search of safer places while others spent the night salvaging their belongings. , 45, residing in the slum area for that past 15 years said they had not faced such a situation in the past, but this time they were left high and dry after the river entered the slum area in Bijulibazaar at midnight. He blamed the disaster on causeways made in different areas along the Bagmati River with huge huge pipes to widen the roads. He demanded removal of the causeways. The slum dwellers were busy clearing waterlogged houses today. The flood had damaged the causeway in Dhobikhola, Bijulibazaar. The slums in Bhimsengola and Shantinagar on the banks of the Bagmati River and in Bijulibazaar on the banks of Dhobikhola were worst affected by rainfall. The 24-hour rainfall in Kathmandu till 8:45am was 67.0 mm, according to Meteorological Forecasting Division.

- **Discuss the situation**

- [issues of flood in river.docx](#)



- **Determine the facts in the situation**
- **Determine the stake holders**
- **Assess the motivation of the stakeholders**
- **Formulate the alternative solutions**
- **Seek additional assistance as appropriate**
- **Select the most appropriate course of action**
- **Implemented the selected resolution**

- **Bajura, July 28**
- Haphazard use of heavy equipment for road construction in Bajura has affected nearby human settlements negatively. A total of 23 roads, including eight agriculture roads and three rural access roads, are now under-construction in the district. According to the information provided by the District Technical Office, except for five roads, bulldozers are being used for all road construction works. Bulldozers are being used to construct Martadi-Kolti, Dab-Khaptad tourism road, Pandusen-Jagannath, Martadi-Badimalika, Taprisera-Brahmatola, Wai-Jagannath, and other roads . “Although road construction is a good thing, the work is being done without properly considering the geographical sensitivity of the area, and many human settlements are in peril,” said Tula Thapa, a local teacher. At the Phalasain-Kuldevmandau road construction site, locals have complained of increased threat of landslides triggered by the projects. Bulldozers are also being used to construct the Rajali-Amlis access road, and three other such roads with a budget of about Rs 30 million.
- On his part, Technical Engineer Rohit Regmi and Local Development Officer Yuvraj Poudel conceded that problems were being created by random and unscientific road construction projects running across the district. “Yes, the haphazard use of heavy equipment has brought problems, and elsewhere, national and community forests are being destroyed for road construction projects,” said the LDO. In many cases, road construction projects violate the law of the land, which states that it is mandatory to conduct an environment impact assessment before launching any road construction project. The DDC, which is funding some of the roads, however, tried to defend the breach of rule, citing lack of fund to finance the mandatory assessment.

# Issues of Engineering Ethics can develop from:

[Bribery and Extortion](#)

[Codes of Ethics](#)

[Employer/Employee](#)

[Relationships](#)

[Environmental Ethics](#)

[Expert Witness](#)

[Intellectual Property](#)

[Product Liability](#)

[Professional](#)

[Responsibility](#)

[Public Safety](#)

Sources:

<http://ethics.iit.edu/elibrary>

- Ethical cases may involve
- **Public safety:** prevention of and protection from events that could jeopardize the safety of the general public from significant danger, injury, harm, or damage, such as crimes or disasters (natural or man-made).
- **Bribery:** Act of implying money or gift given that alters the behaviour of the recipient.
- **Fraud:** Intentional deception made for personal gain or to damage another person.
- **Environmental protection:** Practice of protecting the environment
- **Fairness:** Being free from bias or injustice
- **Honesty in research and testing:** Avoiding falsification of data, adoption and reproduction of another author without due acknowledgment, etc.
- **Conflicts of interest:** Occurs when an individual or an organization involves in multiple interests
-



# Assignment -

A homeowner hires a contractor to install new plumbing and insists that the pipes, which will ultimately be sealed behind the walls, be red. The contractor instead uses blue pipes that function just as well.

- a. Can the owner get compensation under the “breach of contract “by the contractor ?
- b. If the contractor in the above case had been instructed to use copper pipes, but he used iron pipes, then what would be the scenario?

Support your opinions in both questions with sufficient logics of performance and breach of contract.

# नेपालमा दर्तावाल अनुमतिप्राप्त ईन्जिनियर कति छन-

• कूल- ४४८३६ जना	एरोनटिकल ४५२
• सिभिल - १८७३०	ईन्डस्ट्रियल ३६७
ईलेक्ट्रोनिकस&	बायोमेडिकल ३२८
कम्युनिकेशन- ७२१०	एग्रिकल्चर ३१७
कम्प्युटर ५५७९	ईलेक्ट्रोनिकस २७६
मेकानिकल ३६६३	ईन्भायरमेन्टल २२०
ईलेक्ट्रिकल २१९६	जिओम्याटिक्स २१३
आर्किटेक्ट २०२६	सिभिल& रूरल १६६
ईलेक्ट्रिकल & ईलेक्ट्रोनिकस	ईलेक्ट्रोनिकस & टेलिकम
१७५६	१२०
ईन्फो टेक्नोलजी ६३७	केमिकल ७०
	अन्य