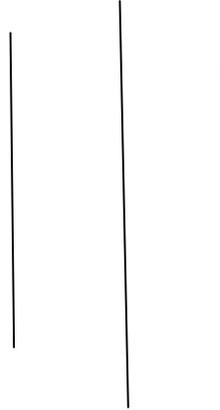


TRISHULI JAL VIDHYUT COMPANY LIMITED

Sohrakhutte, Kathmandu

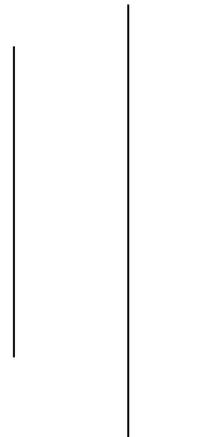
Upper Trishuli 3B Hydroelectric Project

(Capacity: 42 MW)



Bidding Document For
CONSTRUCTION OF TEST ADIT TUNNEL
Contract No: ICB: TJVCL/UT3BHEP/2070/71/BD-01
International Competitive Bidding (ICB)

VOLUME – I BID DOCUMENT



June 2014
Kathmandu, Nepal

3/3/14/26



Abbreviations

BD	Bidding Document
BDF.....	Bidding Forms
BDS.....	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP	Development Partners
ELI	Eligibility
EQC	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
GCC	General Conditions of Contract
GoN	Government of Nepal
ICB	International Competitive Bidding
ICC.....	International Chamber of Commerce
ITB	Instructions to Bidders
JV	Joint Venture
LIT	Litigation
NCB	National Competitive Bidding
NDCL.....	Nepal Doorsanchar Company Limited
NEA.....	Nepal Electricity Authority
PAN	Permanent Account Number
PPA	Public Procurement Act
PPMO	Public Procurement Monitoring Office
PPR	Public Procurement Regulations
PL	Profit and Loss
SBD.....	Standard Bidding Document
SCC	Special Conditions of Contract
TJVCL.....	Trishuli Jal Vidhyut Company Limited
TS.....	Technical Specifications
UT3AHEP.....	Upper Trishuli 3A Hydroelectric Project
UT3BHEP.....	Upper Trishuli 3B Hydroelectric Project
VAT	Value Added Tax
WRQ	Works Requirements

3/3/2016



Table of Contents

PROJECT DESCRIPTION INVITATION OF BIDS

PART I BIDDING PROCEDURES

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

PART II REQUIREMENTS

Section 5 - Works Requirements (WRQ) -----	5-1
Section 6 - Preamble to the Bill of Quantities (BOQ) -----	6-1

PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7 - General Conditions of Contract (GCC) -----	7-1
Section 8 - Special Conditions of Contract (SCC) -----	8-1
Section 9 - Contract Forms (COF) -----	9-1

3/3/2016



Description of the Project

1. Introduction

The Upper Trishuli 3B Hydroelectric Project is located in Nuwakot & Rasuwa District of Bagmati zone in the central development region of Nepal. The project area is located in Lesser Himalayan Zone of Nepal Himalaya. The moterable access road passes through the right bank of Trishuli River to headwork site is under construction. The headwork site is located near the Simle village downstream of Tailrace outlet of Upper Trishuli 3A hydroelectric project. The main access to project area is available from Trishuli Bazar near the power station of existing Trishuli Hydel project. The powerhouse site is located about 9 Km upstream from Trishuli Bazar and headwork is located at about 13 Km from Trishuli Bazar. It takes about one hour to reach the headwork site by vehicle.

2. Topography

The Upper Trishuli 3B Hydroelectric Project is located I Nuwakot and Rasuwa District of the Central Development Region between longitudes of 85010'11" and 85012'01" and between latitudes of 27059'12" and 28001'54". The project lies in the Trishuli River of the Middle Hilly Region which constitutes a broad complex of hills and valleys. It is a major river of the Gandaki basin. Rugged landscape with a generally north to south flowing rivers like Sapta Gandaki characterizes the Gandaki basin.

3. Hydrology

The main source of Trishuli River discharge is the snow and glacier melt from the higher Himalayas. Langtang Himal is one of the major mountain range in the basin. The total area of Trishuli River basin up to intake site is 4577 km² (intake site of Upper Trishuli 3A HEP) and that of the powerhouse site is 4605 km². The catchment area in Nepal covers only 20 % of the total catchment area 4577 km². 'Inventory of Glacier lakes 2002' published by ICIMOD have identified about 117 numbers of glacier lakes with total area of 2.03 km² and 74 numbers of glaciers river s with total area of 246.65 km² inside the Trishuli River catchment in Nepal. This study have further identified that the ice reserve is 27.47 km³. The major tributaries of Trishuli River upstream of proposed Dam site are Chilime, Langtang and Dhunche Trishuli. The climatic ondition varies with respect to the altitude. The catchment area experiences sever cold, subtropical to temperature climate. The southwest monsoon is dominant from June to the end of September in the catchment as other parts of Nepal. The region receives approximately 80 % of the annual rainfall during the Monsoon period. Rainfall intensities vary throughout the basin with maximum intensity occurring on the south facing slopes. During the monsoon period, relative humidity reaches at their maximum and the temperatures are lower compared to the pre monsoon period.

4. Geology of Project Area

The Upper Trishli 3B Hydroelectric Project belongs to Kunchha Group of Lesser Himalayan Metasediments in Central Nepal. In the project area the Lesser Himalayan Metasedimentary Units are represented by schist, quartzite and gneiss. Schist and quartzite are the dominant rock type of the project area. Gneiss is exposed around the headworks site and small portion of tunnel. The details of Surface geological mapping are given in the report "Surface Geological Mapping, 2013 May done by TJVCL"

3/3/2013



(a) Intake portal

The intake portal is located at about 500m upstream from the confluence of Andheri Khola and Trishuli River. The intake portal of Upper Trishuli 3B HEP is the outlet portal of Upper Trishuli 3A HEP. This project has been proposed to utilize the tailrace water of Upper Trishuli 3A hydroelectric project. The dominant rock type around intake area is gneiss. Gneiss consists of light and dark colored minerals which is slightly to moderately weathered and hard. The slope is represented by colluvium and alluvium deposits with an estimated thickness 20-25m. Bedrock outcrops along the intake area were mapped extensively and detailed joint measurements were taken.

(b) Headrace Tunnel

Initially the study was carried out for three different options of headrace tunnel and ultimately one is selected. Tunnel alignment is about 3744.69 m long. There are four tunnel bending points viz. between intake and Andherai Khola, at Andheri khola, at Sukhaura khola and at Sisno kholsi. The tunnel will pass through the Right Bank of Trishuli River. The majority of tunnel crosses mainly two types of rock units. Major portion will pass through intercalation of schist and quartzite and small portion will pass through gneiss. It is expected that about 15% of tunnel alignment passes through gneiss, about 20% through quartzite and remaining 65% through schist. However, the quartzite rock is intercalated with schist. The maximum thickness of quartzite in the schist is found to be 2 to 3 m.

In general, the rock along the tunnel is considered to be medium strong to strong in strength. The rock is slightly to moderately weathered. The rock is exposed in most of the parts of the tunnel alignment except between intake and Andheri Khola and between Santi Bazar and Sukaura Khola in the map boundary. The maximum cover above the tunnel alignment is about 380m at chainage 2+507.9 and minimum cover is about 83.5m at Sukaura khola at chainage 1+732.6. Based on surface mapping, the rock mass along the tunnel alignment varies from good rock to very poor rock according to Rock Mass Classification

(c) Adit Portal Area

Three adit tunnels been proposed for construction purpose at the right bank slope of Trishuli River. Two adit tunnels (Adit 1 and Adit 2) meet headrace tunnel whereas remaining one (Adit 3) meet surge tank. Adit 1 is located between Sukaura Khola and Sisno Kholsi at chainage 1+830km and adit 2 is located downstream of Sisno Kholsi at chainage 3+677km and Adit 3 is located. All three adit tunnels will be excavated through intercalation of quartzite and schist. The proportion of schist is increases downstream. Based on surface mapping, the rock mass is classified as fair rock type according to rock mass classification.

(d) Surge Tank

The surge tank is located on the right bank of the Trishuli River near Siureni Village in the community forest area which is about 185 m above the river level. The rock exposed around the surge tank area is schist with thin layers of quartzite. The schist exposed around the surge tank area is dark grey to dark brown, medium grained, medium to thinly foliated, slightly to moderately weathered. Based on surface mapping, the rock mass in the surge tank is classified as fair to poor rock type according to Rock Mass Classification.

3/3/2016



(e) Powerhouse Site

The powerhouse is proposed as an alternative powerhouse on the terrace deposit at the right bank of Trishuli River about 800m downstream of the newly constructed bridge. The predominant rock type upslope of the powerhouse area is schist and quartzite but comparatively proportion of schist is higher than quartzite.

The surficial deposit in the powerhouse area is mainly alluvial terrace and minor colluvial deposits. The deposit consists mainly of sub-angular to sub rounded few angular boulder to gravel sized rock fragments of schist, gneiss and quartzite in sandy - silty matrix with little fines. Maximum size of boulders upto 3m are lying on the terrace of powerhouse site. The thickness of the alluvial deposit is estimated to be more than 50 m.

Based on surface mapping, the rock mass at the upslope of powerhouse site is classified as fair to poor rock type according to Rock Mass Classification.

(f) Drop shaft/ Pressure tunnel Alignment

Pressure tunnel alignment is divided into two stretches. First stretch is between surge tank and drop shaft and another is between drop shaft and powerhouse. Surge tank is followed by first stretch of pressure tunnel followed by the vertical drop shaft and further followed by pressure tunnel that carries the water to powerhouse. The surface geological mapping from surge tank to the powerhouse indicates that the area above the alignment is mostly covered by colluvium. Extrapolation of bedrock from the exposed area indicates that the drop shaft and pressure tunnel alignment area passes through schist and quartzite intercalation. The rock mass of the drop shaft and pressure tunnel alignment area is categorized as poor to fair quality rock.

(g) Tailrace box Duct

The tailrace box duct passes through the alluvial deposit. The alluvial deposit in tailrace box duct consists mainly of rounded to sub surround boulders and gravel of schist, quartzite and gneiss mixed in sandy - silty matrix.

3/3/2015



Re-Invitation for Bids

Date of First Publication: 16 June 2014

Contract No: ICB: TJVCL/UT3BHEP/2070/71/BD-01

1. Trishuli Jal Vidhyut Company Limited (TJVCL) is a company promoted by Nepal Electricity Authority (NEA) and Nepal Doorsanchar Company Limited (NDCL). TJVCL is in the stage of financial closure including the debt portion required for the project with Funding Agencies and equity investment will be made from NEA, NDCL, Local Development Agencies and General Public. It is intended that the part of the proceeds of these funds will be applied to eligible payments under the contract for which this Bidding is open to all eligible Nepalese & International Bidders who have acquired experiences as given below.
2. TJVCL invites sealed Bids from eligible and qualified Bidders for the **Construction of Test Adit Tunnel**.
 - a. General construction Experience of at least 4 years.
 - b. Minimum **one (1) contract** of construction of Test Adit Tunnel within the last four (4) years, with a value of at least **NRs 100 million** that have been successfully completed.
 - c. Minimum average annual construction turnover of **NRs 250 million** of best three years out of last four years.
 - d. Line of Credit (issued by Commercial bank) shall not be less than **NRs 40 million**.
 - i. Bidding will be conducted through International Competitive Bidding (ICB) procedures. Eligible Bidders may obtain further information and inspect the Bidding Documents at the Office of the TJVCL during office hours.
 - ii. Bidding Documents may be purchased by eligible Bidders during office hours up to 17:00 hrs. on **15 July 2014** from **Project Office at Sohrakutte**, upon the submission of a written application, along with the attested copies the Bidder's Registration, PAN and VAT Registration Certificates and Tax Clearance Certificates or documents of submission of the income details to the Tax Office and a bank-voucher evidencing a non-refundable cash deposit of **NRs. 15,000/- (Nepalese Rupees Fifteen Thousand)** in favor of TJVCL in A/C No. 00101010285988 in Nepal Investment Bank, Durbarmarg Kathmandu Nepal. Applicant's who choose to download the bidding document from the TJVCL's website (www.trishulijalvidhyut.com.np) must submit a certified bank cheque in the amount and currency equivalent to the cost of document as indicated above.
 - iii. Pre-bid meeting will be held at 13:00 hours, on **9 July 2014** at the **Project Office, Sohrakutte, Kathmandu**.
 - iv. Bids are to be submitted in one envelope contained both Financial and Technical proposals including qualification data as a part of the Bid Document. Only Bidders who satisfactorily qualify, will be considered eligible for Award of Contract. Bids will be evaluated under a single stage post qualification procedure i.e., Single Stage Bidding procedure.
 - v. One (1) set of original and one (1) set of duplicate copy of bid documents signed by authorized personnel must be submitted in wax sealed envelopes to **Project Office, Sohrakutte, Kathmandu Nepal** on or before **12:00 hours** on **16 July 2014**. Documents received after the deadline will not be accepted.
 - vi. Bidders who choose to submit their bid electronically through e-procurement section of TJVCL through website www.trishulijalvidhyut.com.np may receive the hard copy of bidding documents or may download the bidding documents, prepare their bids and

33/07/14



- submit the scanned copies of Bid Security (Bank Guarantee) and other bid documents in PDF file in the website.
- vii. Bids will be opened at **14:00 hours** on **16 July 2014** at the **Project Office, Sohrakhutte, Kathmandu**, in the presence of Bidders' representatives who choose to attend.
 - viii. Bids must be valid for a period of 120 days after the last date of bid submission and must be accompanied by a bid security amounting to minimum **NRs.1, 933,000.00** which shall be valid for 30 days more than the Bid validity period. The Estimate Amount of Construction of Test Adit Tunnel is NRs: **7,73,00,000.00** (with VAT)
 - ix. Each Bidder shall submit the Bid an individual or as partner in a Joint Venture. The share of each partner in the Joint Venture shall not be less than 25%; however, the share of lead partner shall be at least 40%.
 - x. Lead partner should have a work experience of construction of tunnel of diameter 2m & length at least 200m in last four years.
 - xi. If the last date of purchasing, submission and opening falls on a holiday, it shall be extended to the next working day.
 - xii. Bidders are requested/required to visit the site and assess the actual site conditions.
 - xiii. Conditional Bids will not be entertained.
 - xiv. TJVCL reserves the right to reject or accept any or all Bids partly or fully and to all the bidding process and reject all bids without assigning any reason whatsoever.

Chief Executive Officer (CEO)
Trishuli Jal Vidhyut Company Limited
Sohrakhutte, Kathmandu
Phone: 977-1-4384443, Fax No.: 977-1-4363681
Email: tjcl2068@gmail.com

33/07/14



PART I: BIDDING PROCEDURES

Section 1 - Instructions to Bidders

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

Table of Clauses

A. General	1-3
1. Scope of Bid	1-3
2. Source of Funds.....	1-3
3. Fraud and Corruption	1-3
4. Eligible Bidders.....	1-5
5. Eligible Materials, Equipment and Services.....	1-6
B. Contents of Bidding Document	1-7
6. Sections of Bidding Document.....	1-7
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	1-7
8. Amendment of Bidding Document	1-8
C. Preparation of Bids.....	1-8
9. Cost of Bidding	1-8
10. Language of Bid.....	1-8
11. Documents Comprising the Bid	1-8
12. Letter of Bid and Schedules	1-9
13. Alternative Bids.....	1-9
14. Bid Prices and Discounts.....	1-9
15. Currencies of Bid and Payment.....	1-10
16. Documents Comprising the Technical Proposal	1-10
17. Documents Establishing the Qualifications of the Bidder.....	1-10
18. Period of Validity of Bids.....	1-11
19. Bid Security	1-11
20. Format and Signing of Bid	1-12
D. Submission and Opening of Bids.....	1-13
21. Sealing and Marking of Bids.....	1-13
22. Deadline for Submission of Bids.....	1-13
23. Late Bids.....	1-13

24. Withdrawal, and Modification of Bids	1-13
25. Bid Opening	1-14
E. Evaluation and Comparison of Bids	1-15
26. Confidentiality	1-15
27. Clarification of Bids	1-15
28. Deviations, Reservations, and Omissions.....	1-15
29. Determination of Responsiveness	1-15
30. Nonconformities, Errors, and Omissions	1-16
31. Correction of Arithmetical Errors.....	1-16
32. Conversion to Single Currency	1-17
33. Margin of Preference.....	1-17
34. Evaluation of Bids	1-17
35. Comparison of Bids.....	1-18
36. Qualification of the Bidder	1-18
37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids.....	1-18
F. Award of Contract.....	1-18
38. Award Criteria.....	1-18
39. Letter of Intent to Award the Contract/ Notification of Award.....	1-18
40. Performance Security	1-19
41. Signing of Contract.....	1-19

Section 1 - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer as defined in the Bidding/Contract Data invites Bids for the construction of Works, as described in the Contract Data. The name, identification, and number of Contracts of the International Competitive Bidding (ICB) are provided in the BDS.
 - 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.
2. **Source of Funds**
 - 2.1 Trishuli Jal Vidhyut Company Limited (TJVCL) has made budgetary allocation from its own resources equivalent to the amount in NRs indicated in the bidding data, towards the cost of the project, as defined in the bidding data, to cover eligible payments under the contract for the works.
3. **Fraud and Corruption**
 - 3.1 The Government of Nepal (GoN) requires that the procuring entities as well as bidders and contractors and their sub-contractors under GoN shall adhere to the highest standard of ethics during the construction of such contracts. In this context , the Employer;
 - (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) “obstructive practice” means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the

GoN's inspection and audit rights provided for under sub-- clause 3.5 below.

- (b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN contract.
- 3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :
- (a) give or propose improper inducement directly or indirectly,
 - (b) distortion or misrepresentation of facts,
 - (c) engaging in corrupt or fraudulent practice or involving in such act,
 - (d) interference in participation of other competing bidders,
 - (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
 - (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,
 - (g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
- 3.3 PPMO on the recommendation of the Employer may **blacklist** a Bidder for a period of one (1) to three (3) years for its conduct including the following grounds and seriousness of the act committed by the bidder:
- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
 - (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,
- 3.4 A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO), NEA and NDCL shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO, NEA and NDCL.
- 3.5 The contractor shall permit the GoN to inspect the contractor's accounts and records relating to the performance of the contractor and to have them audited by auditors appointed by the GoN, if so required by the GoN.

4. Eligible Bidders

- 4.1 A Bidder may be a private entity, or government-owned entity or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The qualification requirement of the parties to the JV shall be as specified in the BDS, and
 - (b) the JV 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 JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of Nepal or any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, 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 sub Contractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. A Bidder 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:
- (a) they have controlling partners 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 information about or influence on 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. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or
 - (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.
- 4.4 A firm that is under a declaration of ineligibility by the GoN in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.

- 4.5 Enterprises owned by GoN shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.8 Firms shall be excluded in any of the cases, if
- (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.
 - (b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;
 - (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
- 4.9 Domestic Bidder shall be eligible only if the bidder has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) Registration Certificate(s) and Tax Clearance Certificate or proof of submission of income return as stated in BDS from the Inland Revenue Office. Foreign bidder shall be eligible only if the bidder submits the documents indicated in the BDS at the time of bid submission and a declaration to submit the document(s) indicated in the BDS at the time of contract agreement.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any 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. **Section of Bidding Document**
- 6.1 The set of Bidding Document provided by the Employer comprises the documents as listed below and addenda issued in accordance with clause 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)
- PART II Requirements**
- Section 5 – Works Requirements (WRQ)
- Section 6 – Bill of Quantities (BOQ)
- PART III Conditions of Contract and Contract Forms**
- Section 7 - General Conditions of Contract (GCC)
- Section 8 - Special Conditions of Contract (SCC)
- Section 9 - Contract Forms (COF)
- 6.2 The Invitation for Bids 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 Invitation for Bids.
- 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 of the Bidding Documents may notify the Employer in writing or by fax at the Employer's address indicated in the Invitation for Bids or Bidding Data. The Employer will respond to any request for clarification received earlier than ten (10) days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.
- 7.2 The Bidder is encouraged 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 upon 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, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.
- 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 Non attendance 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 purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the employer.
- 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 All documents relating to the bid shall be in English .
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;

- (b) Completed Schedules,
- (c) Bid Security,
- (d) price bill of quantities
- (e) Alternatives bids , at bidders option and if permissible , in accordance with ITB 13,
- (f) Written confirmation authorizing the signatory of the Bid to commit the Bidder,
- (g) information on eligibility
- (h) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and
- (i) Any other document required in the BDS.

- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 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 5 (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 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 Unit Rate 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.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.
- 14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all Contracts are submitted and opened at the same time.
- 14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date mentioned in BDS 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 unit rates and the prices shall be quoted by the bidder entirely in Nepalese currency. Payment shall be made in Nepalese Rupees.
- 16. Documents Comprising the Technical Proposal** 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule 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 as described in ITB 33 if margin of preference for domestic bidders is applicable in accordance with ITB 33.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non responsive.
- 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 30 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

- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.
- 19.2 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;
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

All from a "A" class commercial Bank from Nepal. 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 in another substantially similar format approved by the employer prior to bid submission. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by a "A" class commercial Bank in Nepal.
- 19.4 Any bid not accompanied by an enforceable and substantially compliant bid security, if 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 unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1.

- 19.6 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in

ITB 18.2 or

(b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 39.1; or
- (ii) furnish a performance security in accordance with ITB 38.1.
- (iii) furnish a domestic preference security if so required.

19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security 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 of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". 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. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

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 may always submit their bids by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting bids by mail, by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.
- 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;
 - (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 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, and Modification of Bids

- 24.1 A Bidder may withdraw, or modify its bid after it has been submitted by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding 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 that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “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, 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 Letter of Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the bids in public at the address, 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.

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. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation.

Unless otherwise specified in the BDS, all pages of the Letter of Bid and Bill of Quantities are to be initialed by representatives of the Employer attending the bid opening.

No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, 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.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 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.
- 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.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 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.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 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.
- 29.2 A substantially responsive 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

- 29.3 if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.4 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 5 (Works Requirements) have been met without any material deviation, reservation or omission.
- 29.5 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.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 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.
- 30.2 Provided that a 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 bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section 3 (Evaluation and Qualification Criteria).
- 30.4 If minor discrepancies are found such as in technical specification, description, feature which do not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences shall be included while evaluating the bid.
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) only for unit price 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; and
 - (c) 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) and (b) above.

- 31.2 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.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.
- 33. Domestic Preference** 33.1 Unless otherwise specified in the BDS, a domestic preference shall not be a factor in bid evaluation.
- 34. Evaluation of Bids** 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a 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, and Value Added Tax for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (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 32;
 - (e) adjustment for nonconformities in accordance with ITB 30.3;
 - (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);
- 34.3 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.
- 34.4 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 Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 34.5 If the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis 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. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient as mentioned in BDS to protect the Employer against financial loss in the

event of default of the successful Bidder under the Contract If the clarification given by the Bidder is found unsatisfactory then the Employer may reject such bid.

- 35. Comparison of Bids** 35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the lowest evaluated bid.
- 36. Qualification of the Bidder** 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 36.2 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.
- 36.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria** 38.1 The Employer shall award the Contract to the Bidder whose offer has been determined 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.
- 39. Letter of Intent to Award the Contract/ Notification of Award** 39.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.
- 39.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.
- 39.3 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening;

(iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.

40. Performance Security

40.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section 9 (Contract Forms), or another form acceptable to the Employer.

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. 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. In such case, the award process shall be repeated according to ITB 38.

41. Signing of Contract

41.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 40.1.

Within thirty (30) days from the date of issuance of notification pursuant to ITB 39. 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 to any unsuccessful Bidder who, requests for debriefing within 30 days of publication of the contract award.

Section 2 - Bid Data Sheet

These data and related Information Forms are intended to complement, amend, or supplement the provisions in the Instructions to Bidders (ITB). In the event of conflict or ambiguity, the provisions in the Bidding Data shall prevail over those in the ITB.

ITB Clause

Reference



A. GENERAL	
1.1	<p>The Employer is:</p> <p>Trishuli Jal Vidhyut Company Limited Upper Trishuli 3B Hydroelectric Project</p> <p>The name of ICB is : Construction of Test Adit Tunnel</p> <p>The Contract Identification No: ICB: TJVCL/UT3BHEP/2070/71/BD-01</p>
2.1	<p>Source of Fund: Loan and Equity.</p> <p>The Project is Construction of Test Adit Tunnel under Upper Trishuli 3B Hydroelectric Project.</p> <p>The Works consist of open cut excavation, tunnel excavation, tunnel supports and shotcrete etc.</p>
4.1	<p>Add a new Sub-Clause 4.1 as follows:</p> <p>a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the Bid; or 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.</p> <p>The number of partners in a joint venture shall be limited to three. The share of each partner in the Joint Venture shall not be less than 25%; however, the share of lead partner in the Joint Venture shall be at least 40%.</p> <p>In addition to the original Written Power of Attorney of the signatory of the Bid that shall be enclosed with the sealed original Bid Document, a copy of this Power of Attorney shall also be attached to the outside of the sealed document.</p>
4.2	<p>Eligible Countries: Nepal and International Countries.</p> <p>The Nepalese Contractors shall be registered in Government of Nepal. In case of a Joint Venture, all the partners should have been actively involved in construction activities in last four years.</p>
B. BIDDING DOCUMENTS	
7.1	<p>The address of the Employer is:</p> <p><u>ADDRESS</u></p> <p>Trishuli Jal Vidhyut Company Limited Upper Trishuli 3B Hydroelectric Project Sohrakhutte, Kathmandu, Tel. No.: 977-1-4384443 Fax No.: 977-1-4363681 Email: tjcl2068@gmail.com</p>

7.4	A pre bid meeting shall take place. If a pre bid meeting will take place, date , time and place are as follows: Date: 9 July 2014 Time: 13:00 PM Place: Project Office Sohrakhutte, Kathmandu, Nepal
7.5	Time for request: three days (3) before the pre bid meeting.
C. PREPARATION OF BIDS	
10.1	The language of bid is English.
11.1	The bidder shall submit with its bid the following additional documents: None
13.1	Alternative bids shall not be permitted.
13.4	Alternative technical solution shall be permitted for the following parts of the works: Not Permitted
14.5	The price quoted by the bidder shall not be subject to price adjustment.
14.6	The price quoted by the bidder shall not be subject to adjustment during the performance of the contract.
14.7	The date for all duties, taxes and other levies payable by the contractor under the contract or for any other causes, as of the date 30 days prior to the dead line for submission of bids.
15.1	The unit rates and the prices shall be quoted by the bidder entirely in Nepalese Rupees.
18.1	The period of bid validity shall be 120 days after the deadline for Bid submission specified in the bidding data
19.1	The amount and currencies of the bid security shall be NRs. 1933000.00 . Estimate amount of Construction of Test Adit Tunnel is NRs: 7,73,00,000 (Including VAT), which shall be valid for 30 days more than the bid validity period.
20.1	In addition to the original of the bid, the number of copies is 1(one).
20.2	The written confirmation to sign on behalf of the bidder shall indicate: (a) Power of Attorney, (b) In the case of bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”
D. SUBMISSION AND OPENING OF BIDS	
21.1	Bidders shall have the option of submitting their bids electronically.
	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: i. Interested eligible bidders shall, either purchase the hard copy of the bidding document directly from the Employer’s office as specified in the Invitation for Bid (IFB) or may download the necessary parts of the bidding documents from e-procurement section in TJVCL’s web site http://www.tjvcljalvidhyut.com.np . In case, the bidders choose to download the bidding documents, prepare the bids on downloaded documents, and submit their bids

	<p>electronically. The Bidders shall be required to furnish a bid security from "A" class commercial bank (as specified in the bid notice) and electronic scanned copy (*.pdf format) of the bid security shall be submitted along with the electronic bid files. Original copy of the bid security shall be submitted at the time of bid opening.</p> <p>ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company.</p> <p>a) Bill of Quantity (BOQ) with rate, amount, b) Forms of Bid, Qualification Information</p> <p>The Bidder shall then scan the completed original documents, must to submit in the forms of PDF formats with appropriate filename.</p>				
21.1	S.N	Document	PDF File Name	Requirement	Remarks
	1	Form of Bid	Bid Form - 1	Mandatory	
	2	Bid Security (Bank Guarantee)	Bid Security - 2	Mandatory	
	3	Company registration	Company Reg - 3	Mandatory	All Firms in case of JV
	4	VAT/PAN registration	VAT Reg - 4	Mandatory	All Firms in case of JV
	5	Tax clearances certificate / Tax submission document	Tax - 5	Mandatory	All Firms in case of JV
	6	Power of Attorney of Bid signatory	Power of Att - 6	Mandatory	
	7	Qualification Information	Qualifications - 7	Mandatory	
	8	BOQ with rate, Amount and Total amount	BoQ - 8	Mandatory	
	9	Declaration letter of non-debarred or blacklist	Declaration - 9	Mandatory	
	10	Joint Venture agreement letter	JV-10	Mandatory	In case of JV
	<p>Note: Mandatory means the mentioned files shall be included in e-submission and non-submission of such file shall be considered as non-responsive bid.</p> <p>iii. For e-submission purpose the Bidder shall, at first, register in the e-procurement section TJVCL's web site http://www.trishulijalvidhyut.com.np.</p> <p>iv. After preparing all the required bidding documents in PDF, scan the files as specified in (ii). The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of TJVCL's website http://www.trishulijalvidhyut.com.np within the specified date and time.</p> <p>v. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.</p> <p>vi. The standard time for e-submission is Nepalese Standard Time as set out in the server of IT Department of TJVCL.</p>				

22.1	<p>The Employer's address for the purpose of Bid submission is Upper Trishuli 3B Hydroelectric Project Trishuli Jal Vidhyut Company Limited Sohrakhutte, Kathmandu, Nepal Tel. 977-1-4384443 Fax: 977-1-4363681 Time: 12:00 PM Date: 16 July 2014</p>
25.1	<p>The bid opening shall take place at : Trishuli Jal Vidhyut Company Limited Sohrakhutte Kathmandu Time: 2:00 PM Date: 16 July 2014</p>
E. Evaluation and Comparison of Bids	
33.1	A margin of preference for domestic contractors shall not be applied.
34.2	<p>Any one of the following reasons will be sufficient for disqualification of any Bidder and rejection of their Bids:</p> <ol style="list-style-type: none"> a) if not delivered in sealed envelope. b) if covering one part only for the foreseen work (partial Bid); c) if the submitted Bidding Documents are not issued from the concerned office; d) if not accompanied by a Bid Security or with a Bid Security insufficient or unacceptable or insufficient time period of Bid Security as mentioned in the ITB 19; e) if not signed by the Bidder and witnessed in all the required places; f) if the Bid is conditional; g) if some unit or lump sum Price appears unreasonably unbalanced due to failure of the Bidder to inform himself on conditions; h) if the Bid Security is not in the name of the Bidder; j) if the completion date in proposed Construction Time Schedule is beyond the desired date.
34.5	The amount of the performance security shall be increased by eight (8) percent of the quoted bid price.

F. Special Instruction to Bidders for e-Bidding

A) Bid submission procedures through electronically (e-submission) only:

- a. Interested eligible bidders shall, either purchase the hard copy of the bidding document directly from the Employer's office as specified in the Invitation for Bid (IFB) or may download the necessary parts of the bidding documents from e-procurement section in TJVCL's web site <http://www.trishulijalvidhyut.com.np>. In case, the bidders choose to download the bidding documents, prepare the bids on downloaded documents, and submit their bids electronically. The Bidders shall be required to deposit the non refundable fee for the bidding document (as specified in

- the bid notice) in the bank account specified in the IFB and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files. But this document is only for prequalified bidders so the document is free of cost.
- b. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company. a) Bill of Quantity (BOQ) with rate, amount, b) Forms of Bid, Qualification Information .The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate filename.
 - iii. For e-submission purpose the Bidder shall, at first, register in the e-procurement section TJVCL's web site <http://www.trishulijalvidhyut.com.np>.
 - iv. After preparing all the required bidding documents in PDF, scan the files as specified in (ii).
 - v. The Bidder shall upload the PDF bid files and submit the complete bid online through e procurement section of TJVCL's website <http://www.trishulijalvidhyut.com.np> within the specified date and time.
 - vi. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.
 - vii. The standard time for e-submission is Nepalese Standard Time as set out in the server of TJVCL.
 - i. When a bidder submits his bid in hard copy, the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of TJVCL's web site.
 - ii. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
 - x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB with a Substitution letter in PDF file.
 - xi. For Modification or Withdrawal of bid, the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.
 - xii. When a Bidder submits electronic bid by downloading the bidding documents from the TJVCL's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.
 - xv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competitive on. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of TJVCL's website <http://www.trishulijalvidhyut.com.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

B) Requirements and Conditions for e-submission of bid:

- i. The Bidder shall submit his bid electronically in PDF files in the manner as specified above, and additional submission of hard copy of "original" is mandatory.
- ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified.

- iii. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications for verification purpose upon notification to do so from the Employer within 3 days.
- iv. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
- v. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.
- vi. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.
- vii. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited
 - a. if the Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.
 - b. if major discrepancy is found between e-submitted bid information and documents/ clarifications provided by the Bidder during verification process as requested by the Employer.

C) Bid Opening process for e-submitted bid

- i. Electronically submitted bid shall be opened first at the Bid opening time.
- ii. The e-procurement system allows the Employer to download and open the e-submitted bid files from the bidders only after the time for opening the bids.
- iii. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
- iv. After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
- v. In case of "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITDRAWAL" "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

D) Bid Evaluation and Comparison process for e-submitted bid

- i. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.
- ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/ clarifications, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.
- c. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.

E) Qualification Information

In case of e-Bidding, the Bidder is required to submit the documents to prove complete qualification requirements.

F) Bid Security Format

Form of Bid security shall include the provision as 'This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee



Section 3 - Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was preceded by post-qualification exercise. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1.	Evaluation	3-3
	1.1 Technical Proposal	3-3
	1.2 Completion Time	3-3
	1.3 Alternative Technical Solutions	3-3
	1.4 Multiple Contracts	3-3
	2. Qualification	3-5
	2.1 Eligibility	3-5
	2.1.1 Conflict of Interest	3-5
	2.1.2 Government-owned Entity	3-5
	2.1.3 VAT and PAN Registration	3-5
	2.2 Pending Litigation	3-6
	2.2.1 Pending Litigation	3-6
	2.3 Financial Situation	3-6
	2.3.1 Historical Financial Performance	3-6
	2.3.2 Average Annual Construction Turnover	3-7

2.3.3 Financial Resources 3-7

2.4 Experience 3-8

2.4.1 General Construction Experience 3-8

2.4.2 Specific Construction Experience..... 3-8

(a) Contracts of Similar Size and Nature..... 3-8

(b) Construction Experience in Key Activities..... 3-8

2.5 Personnel..... 3-9

2.6 Equipment 3-10

3/2/2014 26



1. Evaluation

In addition to the criteria listed in ITB 34.2 (a) – (f) the following criteria shall apply:

1.1 Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 5 (Works Requirements).

1.2 Completion Time

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

Not Applicable

1.3 Alternative Technical Solutions

Alternative technical solutions, if permitted under ITB 13.4, will be evaluated as follows:

Not Applicable

1.4 Multiple contracts

Pursuant to Sub-Clause 34.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Works are grouped in multiple contracts and pursuant to Sub-Clause 34.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Experience
- Financial situation
- Current contract commitments,
- Cash flow capacity,
- Equipment to be allocated, and
- Personnel to be fielded.

Before the detail evaluation, the applicants's documents will be screened to determine their responsiveness and the eligibility. Applicants shall be disqualified, if they :

1. do not submit notarized copies certificate of incorporation or registration to demonstrate that the applicant has been legally registered for the last four years prior to the date of submission of the application
2. do not submit the original Power of Attorney for the authorized person signing the application documents.
3. do not submit the original copy of JV agreement letter , if they are in Joint Venture
4. do not submit the notarized copy of Tax clearance certificate/ Tax return submission evidence issued by Tax office for the F/Y 2069/70.
5. do not submit the notarized copy of VAT & PAN Registration Certificate.
6. are debarred or black listed by Government of Nepal or World Bank or Asian Development Bank or Nepal Electricity Authority or Nepal Doorsanchar Company Limited and/or other Governmental Institution.

For joint venture, each partner shall fulfill above requirements.

2. Qualification

2.1 Eligibility

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

2.1.1 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of bid
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2.1.2 Government-owned Entity

Applicant required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI-1, ELI-2 with attachments
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2.1.3 VAT and PAN Registration

a. Domestic Bidder	Bidders required to meet conditions of ITB Sub-Clause 4.9.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	PAN and VAT registration certificate
b. Foreign Bidder	Bidders required to meet conditions of ITB Sub-Clause 4.9.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Declaration to submit PAN and VAT Registration Certificate at the time of Contract agreement

2.2 Pending Litigation

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

2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent more than fifty (50) percent of the Applicant's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement	not applicable	Form LIT-1
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2.3 Financial Situation

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

2.3.1 Historical Financial Performance

Submission of audited balance sheets and income statements, for the last four (4) years (fiscal year from 2009/10 to 2012/13) to demonstrate the current soundness of the applicants financial position. As a minimum, Applicant's net worth should be positive in last (3) three years to demonstrate the current soundness of the applicant's financial position.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
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Note: If the balance sheet and profit and loss account of the applicant are in language other than English than the Applicant shall submit its attested English translated copy.

2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover of NRS 250 Million , calculated as total certified payments received for contracts in progress or completed, within the best three years out of last four years (Fiscal year from 2009/10 to 2012/13).	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2
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Note:

- (1) Lead and JV partners must meet the 100% of the requirements.
- (3) The annual average turnover of past years are evaluated in the current year with inflation based Price Index of Nepal Rastra Bank. (National Wholesale Overall Price Index)

2.3.3 Financial Resources

The Applicant must demonstrate access to , or availability of , financial resources such as liquid assets, unencumbered real assets, line of credit issued by commercial bank and other financial means, other than any contractual advance payments to meet the following cash-flow requirement for this works, NRs 40 Million	must meet requirement	must meet requirement	must meet at least 25% of the requirement	must meet at least 40% of the requirement	Form FIN-3 and FIN-4
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Note: Lead and JV partners must meet 100% of the requirements

2.4 Experience

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

2.4.1 General Construction Experience

Experience under construction contracts in the role of contractor for at least the last four (4) years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP-1
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2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

Participation as prime contractor, in at least one Contract of Adit Tunnel within the last four (4) years, with a value of at least NRs 100 Million that have been successfully completed.	must meet requirement	not applicable	not applicable	must meet requirements	Form EXP-2(a)
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(b) Construction Experience in Key Activities

For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities:					
1. Successful completion of one or more Adit Tunnel with minimum length of 200 m and diameter 2m	Must meet all requirements	Not applicable	Not applicable	Must meet requirements	Form EXP-2(b)

Note:

*Satisfactory completion and work experience shall be evidenced by the client's reference in their letter head with proper contact address, telephone, email etc. If the references are other than in English languages, than the applicant shall submit its English translated copies.

Only the net amount worked out after deducting the amount for VAT shall be computed and such amount shall be adjusted according to the updated price index of the Nepal Rastra Bank.

2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

S. N.	Position of Professionals	No.	Minimum Qualification	Total Work Experience (years)	Experience In Similar Works (years)
1	Project/Construction Manager	1	BE in Civil Engineering	10	7
2	Deputy Construction manager	1	BE in Civil Engineering	7	5
3	Geologist	1	Master in Geology or equivalent	7	5
4	Geotechnical Engineer/ Structure Engineer	1	Master	5	3
5	Senior Surveyor	1	BSc in survey or equivalent	5	
6	Engineer (Civil)	1	BE in Civil	5	3
7	AutoCAD Operator	1	Certificate level + AutoCAD training	3	

Note: The Applicant shall provide details of the proposed personnel and their experience records in the relevant Information Forms (CV forms) included in PQ documents. The CV shall be signed by the proposed professional.

2.6 Equipment

The Applicant must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number Required
1	Concrete mixer 7cft or More	2
2	Excavator 0.75 m ³	1
3	Loader 1 m ³ or more	1
4	Dump trucks 5m ³ or more	2
5	Pneumatic Jack Hammer	5
6	Ventilation Fan	2
7	Diesel Generator 50 KVA	1
8	Air Compressor XA 280	3
9	Shotcrete Machine	2
10	Water Pump	3
11	Total Station	1
12	Levelling Machine	1

Note:

- The Applicant shall provide further details of proposed items of equipment using the relevant Form. For all equipments, copy of the ownership documents (blue books, registration documents, and leasing and purchase documents) shall be attached. In case of lease or hire, an agreement between Applicant and leasing party together with the copies of ownership document shall be attached.
- The numbers of proposed equipment shown above are indicative only which shall be used solely for the purpose of evaluation of the Applicant. The Applicant must demonstrate that, based on known commitments, they will be available for timely use for this project. The Applicant shall be solely responsible for deployment of adequate no. of necessary equipment for timely completion of the project.

Section 4 - Bidding Forms

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

Table of Forms

1. Letter of Bid	4-2
2. Schedules.....	4-4
Tables of Adjustment Data	4-4
3. Bid Security	4-5
4. Technical Proposal Format.....	4-6
Personnel	4-7
Form PER – 1: Proposed Personnel	4-7
Form PER – 2: Resume of Proposed Personnel	4-8
Equipment	4-9
Site Organization	4-10
Method Statement.....	4-10
Mobilization Schedule	4-10
Construction Schedule	4-10
Others	4-10
5. Bidder's Qualification	4-11
Form ELI – 1: Bidder's Information Sheet.....	4-11
Form ELI - 2: JV Information Sheet	4-12
Form LIT - 1: Pending Litigation.....	4-13
Form FIN - 1: Financial Situation	4-14
Form FIN - 2: Average Annual Construction Turnover	4-15
Form FIN – 3: Financial Resources.....	4-16
Form FIN- 4: Current Contract Commitments / Works in Progress	4-17
Form EXP – 1: General Construction Experience	4-18
Form EXP – 2 (a): Specific Construction Experience	4-19
Form EXP – 2 (b): Specific Construction Experience in Key Activities	4-20

1. Letter of Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete

Date:

Bidding No.:

Invitation for Bid No.:

To:

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) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
.....
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
.....
- (d) The discounts offered and the methodology for their application are:
- (e) Our bid shall be valid for a period of . . . *insert validity period as specified in ITB 18.1*. . . days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries **[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];**
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the law of Nepal or official regulations or by Development Partner (if applicable) or by an act of compliance with a decision of the United Nations Security Council;

- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;⁶
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agents	Amount and currency	Purpose of commission or gratuity
1.		
2.		
[if none, state "none"]		

- (o) If awarded the contract, the person named below shall act as Contractor's Representative:

- (p) We agree to permit **the Employer** or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by **the Employer**.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

⁶ Use one of the two options as appropriate.

Handwritten signature



2. Schedules

Tables of Adjustment Data

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Weighting range (in %) to be applied	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	15	0.15 (fixed)
	labour				-	
	fuel				-	
	Steel				-	
	Cement				-	
	Bitumin				-	
	-					
	-					
Total					1.00	1.00

Table B - Foreign Currency

Name of Currency:

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: _____ B: _____ C: _____ D: _____ E: _____
Total						1.00

Note:

As per GCC 1.1.3.1, "Base Date" means the date 30 days prior to the latest date for submission and completion of the tender

Bid Security Bank Guarantee

Bank's Name, and Address of Issuing Branch or Office
[on letter head of the "A" class commercial Bank]

Beneficiary: *name and address of 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 (hereinafter called "the Bid") for the execution of *name of Contract* under Invitation for Bids No. ("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 figures* (. *amount in words*) 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 Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

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) thirty 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 on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

.....*Bank's seal and authorized signature(s)*

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

*The bid security of has been counter guaranteed by the Bank
..... on (Applicable for Bid security of Foreign Banks)*



Technical Proposal Format

- 1. Personnel**
- 2. Equipment**
- 3. Site Organization**
- 4. Method Statement**
- 5. Mobilization Schedule**
- 6. Construction Schedule**
- 7. Schedule of Sub Contractors**
- 8. Others**

1. Personnel**Form PER – 1: Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name

***As listed in Section 3 (Evaluation and Qualification Criteria).**

Form PER – 2: Resume of Proposed Personnel

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

Position*		
Personnel information	Name	Date of birth
	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 **over the last twenty years** in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From *	To*	Company, Project, Position and Relevant Technical and Management Experience*



2. Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. .

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

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

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

3. Site Organization

The Bidder shall show here in an Organogram format the organization of his site personnel showing clearly designated duties and responsibilities and the chain of command throughout the structure. Included in the chart shall be the names of respective personnel.

4. Method Statement

The Bidder shall provide here a brief description of how the Works are to be undertaken. The description shall indicate how each activities are to be undertaken.

5. Mobilization Schedule

The Bidder shall provide here a general description of the arrangements and methods which he proposes to adopt for the execution of the Works which shall include but not be limited to:-

- i) Mobilization period including periods required for establishing the Contractor's offices, workshops etc. and the facilities required for the Engineer and his staff.
- ii) Sources of Contractor's equipment and mobilization periods for items of plant.

6. Construction Schedule

The Bidder shall provide here his proposed programme for construction of the Works within the Time for Completion. The programme shall be presented in the form of a bar chart showing main construction activities with **Milestones**. Associated groups of construction equipment shall be listed.

7. Schedule of Subcontractors

The bidder shall enter in the following table a list of the sections and appropriate value of the work for which he proposes to use subcontractors, together with the names and addresses of the proposed subcontractors. The bidder shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of the employer/engineer.

Item Nos.	Description of work	Approximate value (US\$ or equivalent)	Name and address of Subcontractor	Statement of similar works executed

Notwithstanding such information the bidder, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.

8. Others

Bidder's Qualification

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

Form ELI – 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information <small>(name, address, telephone numbers, fax numbers, e-mail address)</small>	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

Form LIT - 1: Pending Litigation

Each Bidder or member of a JV must fill in this form

Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

3/28/2016



Form FIN - 1: Financial Situation

Each Applicant or member of a JV must fill in this form

Financial Data for Previous 4 Years [in NRs]					
	Year 1	Year2	Year3	Year4	Year5

Information from Balance Sheet

Total Assets					
Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

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 five years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note: Attested Financial reports, including balance sheets, profit and loss statements and auditor's reports for the last 5 years should be attached.

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

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

Annual Turnover Data for the Last 4 Years (Construction only)			
Year	Turnover	NRs	US\$ Equivalent
Average Annual Construction Turnover			

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount in NRs for Domestic Bidders Amount (US\$ Equivalent) for Foreign Bidders
1		
2		
3		

Note:

Supporting documents for the statements above should be attached herewith. The letter from the Bank must be unconditional.

Form FIN- 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV 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.

Current Contract Commitments					
	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [NRs]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [NRs/month]
1					
2					
3					
4					
5					

Supporting documents issued by the concerned agencies should be attached herewith.

Form EXP – 1: General Construction Experience

Each Bidder or member of a JV must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2 (a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	US\$		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3			
<p><i>Note:</i></p> <p><i>The Employer should insert here contract size, complexity, methods, technology or other characteristics as described in section 5 (Work's Requirements) against which the bidder demonstrates similarity in the box on the right-hand-side.</i></p>			

3/28/26



Form EXP – 2 (b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract

Contract with Similar Key Activities			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	US\$		
If partner in a JV 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 Criteria 2.4.2(b) of Section 3			
<p><i>Note:</i></p> <p><i>The Employer should insert here production rate(s) for the key activity (activities) subject contract against which the bidder demonstrates in the box on the right-hand-side production rates achieved by him on previous contracts.</i></p>			

3/28/26



PART II: REQUIREMENTS

Section 5 - Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

Table of Contents

Specifications5-2

Supplementary Information 5-3

Drawings..... 5-4

Specifications

Specifications are given in volume II.

3/3/2016



Supplementary Information

The Trishuli Jal vidhyut Company Limited (TJVCL) is a company established in 2011 A.D to develop the Hydropower potential at a reasonable rate with the maximum utilization of resources (both financial and technical) available in the country. The Company is promoted by the Nepal Electricity Authority (NEA) and Nepal Doorsanchar Company Limited (NDCL), they are fully stabilized Government organization, is planning to develop Upper Trishuli 3B Hydroelectric Project (UT3BHEP) of capacity 37 MW. TJVCL has planned to manage its capital requirements from debt and equity. Financial closure has been made for debt part of project from Funding Agencies. Similarly equity part will be managed 30% NEA and 30% NDCL promoters share and 40% from General public share.

The study License of the Upper Trishuli 3B Hydroelectric Project was granted in November 1, 2006 A.D from Department of Electricity Development (DoED) in the name of NEA. The study of project has been initiated from the Project Development Department, NEA. Now it is on the final stage to get the generation license of UT3BHEP from the Department of Electricity Development.

The Upper Trishuli 3B Hydroelectric Project is located in Nuwakot & Rasuwa District of Bagmati zone in the central development region of Nepal. The project area is located in Lesser Himalayan Zone of Nepal Himalaya. The moterable access road passes through the right bank of Trishuli River to headwork site is under construction. The headwork site is located near the Simle village downstream of Tailrace outlet of Upper Trishuli 3A hydroelectric project. The main access to project area is available from Trishuli Bazar near the power station of existing Trishuli Hydrel project. The powerhouse site is located about 9 Km upstream from Trishuli Bazar and headwork is located at about 13 Km from Trishuli Bazar. It takes about one hour to reach the headwork site by vehicle.

The Project is basically a run-of-river type scheme having the capacity of 37 MW with the design discharge of 51 Cumecs at Q70 and available gross head of 100.24 m. The source of river is Trishuli which flows down from Tibet. Upper Trishuli 3B Hydroelectric Project is a downstream project which utilizes the discharge from the tailrace of UT3AHEP. So, the headwork is not required. The total headrace tunnel length of the project is 4072 m up to the surge shaft. Tail water from the powerhouse will be released through the tailrace conduit to main river course about 250.7 m downstream of powerhouse.

Drawings

Drawings are given in Annex 1.

3/3/2016



Section 6 – Preamble to the Bill of Quantities

Bill of Quantities

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidder, the Conditions of Contract, the Standard Specifications, the Special Provisions and the Drawings.
2. The Bidder shall be deemed to have acquainted himself with the detailed description of the Works to be done and the way in which they shall be carried out and the requirement and standards of the finished works.
3. The quantities given in the Bill of Quantities are estimated and provisional only and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bided in the Priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
4. All items are measured and paid for in accordance with the measurement and payment clauses in the Standard Specifications, Special Provisions and the Conditions of Contract. In measuring volumes of work for payment based on cross-section, the average end area method of calculation shall be used.
5. Payments of the Lump Sum items will be made periodically, except where otherwise specified to the extent that at the end of the period in question, in the opinion of the Project Manager or his representatives, the relevant services have been provided during the period.
6. The Bill of Quantities is priced in NEPALESE RUPEES.
7. The Bidder shall prepare his Priced Bill of Quantities in ink on the forms furnished by the Employer. Bidders shall not enter a rate in words below the items.
8. A rate or price shall be entered for each pay item for which a quantity is given in the Bill of Quantities. The products of the respective unit rates and quantities shall be written in the amount column. If no rate or price is so entered, it shall be deemed to be Nil and the cost of doing the work covered by other rates or prices in the Bill of Quantities. Where no quantity is given, unless it is specifically stated as "rate only", no rate or price shall be entered; if a rate or prices is so entered it shall not form part of the Bid or any subsequent Contract.
9. The rate and prices entered in the Priced Bill of Quantities shall, except as it is otherwise provided under the Contract, include all costs for equipment, plant, materials, labor, supervision, surveying and setting out, tests of material required for approval, traffic control, profit, taxes, royalties and duties, together with all general risks, liabilities and obligations set out or implied in the contract. For aggregates and items, containing aggregates included in the rate shall be any royalties or payments, whosoever shall hold the right of extraction of the aggregate. All unit rates for extraction shall also include for disposal of surplus material off site.
10. The Contractor shall strictly adhere to and comply with the requirements of Environmental Management Action Plan (EMAP) dated June 1999. Among the contractual requirement of EMAP, the Contractor's attention is drawn but not limited to



the requirement of construction and maintenance of temporary work and camp for the workers. The camp should be supplied and maintained with proper drinking water, convenient toilets, sewage and waste disposal facilities. One toilet among twenty workers shall be the minimum requirement.

11. The Contractor shall not be paid separately for any EMAP compliance activity. The cost should be deemed to have been included in the relevant items of the Bid Price.
12. All tipping sites shall be identified by the Contractor but must have prior approval of the Project Manager. Where a proposed site is deemed unsuitable by the Project Manager, the Contractor shall not make any claims for transport to an alternative tip.
13. Value Added Tax (VAT) is payable on the gross value of all interim and final payments to the Contractor at the percentage rate determined from time to time by the Government of Nepal, Ministry of Finance.
14. Abbreviations used in the Bill of Quantities are:

L.S.	:	Lump Sum
P.S.	:	Provisional Sum
km	:	kilometer
Lin. m	:	meter
sq.m, m ²	:	Square meter
cu.m, m ³	:	Cubic meter
ton	:	Metric Tonne
Nos.	:	Numbers
kg	:	kilogram
Mo	:	Month

BILL OF QUANTITIES

Construction of Test Adit Tunnel							
Item No.	Description of Works	Unit	Quantity	Rate (NRs.)		Amount (NRs.)	Remarks
				In Figure	In Words		
1	General items						
1.1	Insurance of works, materials, equipment and personnel and third party	L.S.	1				
1.2	Bank charges for Performance Security	L.S.	1				
1.3	Temporary Buildings and Site Facilities	L.S.	1				
1.4	Construction power supply	L.S.	1				
1.5	Telecommunication	L.S.	1				
1.6	Water supply and sanitation	L.S.	1				
1.7	Transportation of construction equipment and plants	L.S.	1				
1.8	Medical services	Mo	5				
	Sub-total 1						
2	Tunnel Works						

2.1	Test Adit Tunnel						
/00 1	Care of Water during Construction in tunnels and surface including construction of gravity flow drainage channels and draining as required with all materials manpower and equipment as per specification and instruction of engineer all complete.	L.S.	1				
/00 2	Excavation in rock by tunneling method (Full Face Excavation) for adit tunnel including excavation for support in rock, shoring, strutting, ventilation, lighting, drainage, dewatering wherever needed and all ancillary operations such as removing and hauling the excavated material upto the portal of adit tunnel including cost of all materials, machinery, labour etc. all complete as per instruction and specification.	m ³	7461.68				
/00 3	Excavation in rock by heading and benching method for adit tunnel including excavation for support in rock, shoring, strutting, ventilation, lighting, drainage, dewatering wherever needed and all ancillary operations such as removing and hauling the excavated material upto the portal of adit tunnel including cost of all materials, machinery, labour etc. all complete as per instruction	m ³	392.72				
/00 4	Haulage of Muck including loading and disposing the same from the inlet portal of adit tunnel to the disposal site, upto the aerial distance of 1Km, all complete as per instruction and specification.	m ³	7854.40				
/00 5	Providing, fabricating and fixing 25 mm dia Rock bolts of length 2m (@ 1.5m c-c in both ways) in drilled holes of adit tunnel including cost of all materials, machinery, labour, cleaning and flushing the holes, grouting with cement slurry etc. complete as per drawing and specification.	lin. m	5580.00				
/00 6	Providing, mixing and placing of plain Shotcrete of 10cm thickness with 10mm maximum size graded crushed aggregate including preparation and cleaning of surface placing of plug gauges for control of layer thickness and removal rebound, temporary protection and curing etc. all complete (including haulage from batching plant to site) as per instruction and specification. (Replacement of item no. /007)	m ²	483.71				
/00 7	Providing, mixing and placing of fibre reinforced Shotcrete of 10cm thickness with 10mm maximum size graded crushed aggregate including preparation and cleaning of surface placing of plug gauges for control of layer thickness and removal rebound, temporary protection and curing etc. all complete (including haulage from batching plant to site) as per drawing and specification.	m ²	4353.47				

/00 8	Structural steel support (Providing and fixing Steel Ribs of 200*100mm size whole around the periphery of tunnel except invert @ 1.25m spacing along longitudinal section all complete as per drawing and specification)	Ton	9.75				
/00 9	Drilling holes for Consolidation grouting (@6m spacing in both longitudinal and circumferential direction with 32mm diameter and length of 4.5m) including cost of all materials, machinery, labour etc., complete as per instruction and specification.	lin. m	1066.50				
/01 0	Consolidation grouting (@6m spacing in both longitudinal and circumferential direction with length of 4.5m) in drilled holes by stage grouting method under high pressure as directed, with cement slurry including cost of all materials, machinery, labour etc., complete as per instruction and specification.	kg	11850.0				
2.2	Tunnel Inlet Portal						
/00 1	Site Clearance and site preparation including scrapping and disposing the top layer soil, trees, herbs, shrubs etc. for the required area of adit portal, all complete as per instruction and specification.	m ²	547.85				
/00 2	Open Cut Excavation, including boulders, and placing neatly or disposing off the excavated stuff etc., all complete as per instruction, drawing and specification.	m ³	748.95				
/00 3	Providing, fabricating and fixing 25 mm dia Rock Dowels of length 3m (@ 2m c-c in both ways) in drilled holes of adit portal including cost of all materials, machinery, labour, cleaning and flushing the holes, grouting with cement slurry etc. complete as per drawing and specification.	lin. m	720.00				
/00 4	Providing, mixing and placing of plain Shotcrete of 10cm thickness with 10mm maximum size graded crushed aggregate including preparation and cleaning of surface placing of plug gauges for control of layer thickness and removal rebound, temporary protection and curing etc. all complete (including haulage from batching plant to site) as per instruction and specification.	m ²	564.25				
/00 5	Application of Wire Mesh before shotcreting at loose rock mass with the spacing of 100mm by 100mm and the dia. of 4mm, including cost of all equipment, labour and other accessories all complete as per instruction and specification.	m ²	564.25				
/00 6	Gabion Wall with required gabion boxes and foundation preparation as per specification and instruction of engineer all complete.	m ³	120.00				
	Sub-total 2						
	Total (1+2)						
	Value Added Tax @ 13%						

Grand Total						
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PART III: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7 - General Conditions of Contract

The Conditions of Contract comprise two parts, this Section 7 - General Conditions of Contract (GCC) and the following Section 8 - Special Conditions of Contract (SCC).

The General Conditions shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, prepared by the Fédération Internationale des Ingénieurs-Conseil, or FIDIC (FIDIC MDB Harmonized Construction Contract) available at <http://www.fidic.org/>

The Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract and cannot be used for other types of contract.

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P. O. Box 86
1000 Lausanne 12
Switzerland
Website: <http://www.fidic.org>

Section 8 – Special Conditions of Contract (SCC)

Notes on the Special Conditions of Contract

The SCC complement the GCC to specify data and contractual requirements linked to the special circumstances of the Country, the Employer, the Engineer and overall Project and the Contract works requirement. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Part A - Contract Data of the SCC should include data to complement the GCC in a manner similar to the way in which the Bid Data Sheet (BDS) complements the Instructions to Bidders (ITB).

Part B - Specific Provisions of the SCC are sample provisions which are used in other Projects in Nepal. They are included here as reference for use by the Employer in preparing the Specific provisions. They are not a complete standard set of provisions. Project-specific provisions need to be prepared in each case. Project specific requirements may require the sample provisions to be retained, modified or deleted and new provisions added while preparing the Specific Provisions for each specific Contract.

Part A – Contract Data

Conditions	Ref. GCC	Data
Employer's name and address	1.1.2.2 & 1.3	Trishuli Jal vidhyut Company Limited Upper Trishuli 3B Hydroelectric Project Phone No.: 977-1-4384443 Fax No. : 1-4363681
Engineer's Name & Address	1.1.2.4 & 1.3	Not Applicable
Bank Name	1.1.2.11	Not Applicable
Donor's Name	1.1.2.11	Not Applicable
Borrower's Name	1.1.2.12	Not Applicable
Time for Completion	1.1.3.3	180 days from the date of contract
Defects Notification Period	1.1.3.7	365 days.
Sections	1.1.5.6	None
Electronic transmission systems	1.3	None
Governing Law	1.4	The law of Nepal
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	The site possession date shall be within thirty (30) days from the date of signing of the Contract Agreement.
Engineer's Duties and Authority	3.1(B)(ii)	Not applicable
Performance Security	4.2	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price: 10 (ten)% The standard form(s) of Performance Security acceptable to the Employer shall be an Unconditional Bank Guarantee acceptable to the Employer of the type presented in the Bidding Documents. Additional amount of 8% of contract price if required by the Employer in accordance with the provision of ITB sub clause 34.5 The performance security form shall be in the format of the Bidding Document, Section 9 Contract forms.
Normal working hours	6.5	Normal working hours shall be 08.00 to 18.00 every day inclusive of two-hour break. Saturdays and Public Holidays are non working days.
Delay damages for the Works	8.7 & 14.15(b)	<u>The liquidated damage for whole of the works is 0.05 % of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable.</u>
Maximum amount of delay damages	8.7	10 % of the final Contract Price.

Adjustments for Changes in Cost; Table(s) of Adjustment Data	13.8	<p>Period “n” applicable to the adjustment multiplier “Pn”: _”Not Applicable”</p> <p>“The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing 30 days prior to the period to which a particular Payment Certificate is related. If at any time the current indices are not available, provisional indices determined by the Engineer shall be used, subject to subsequent correction of the amounts paid to the contractor when the applicable indices become available.</p> <p>If the contractor fails to complete the works within the specified completion time pursuant to Sub clause 8.2 .adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the specified time for completion, or the current indices or prices whichever is more favorable to the Employer. However if an extension of time is granted pursuant to Sub clause 8.4, the above provision shall apply to adjustments made after the expiry of such approved extension of time. , ”</p> <p>Price adjustment will be applied only if the resulting increase or decrease is more than 20% percent of the contract price.</p>
Total advance payment	14.2	<p>The Advance Payments shall be limited to fifteen (15) percent of the Initial Contract Price excluding provisional sums and VAT and shall be paid in two instalments. Ten percent (first instalment) shall be paid to the Contractor upon submission of unconditional Bank Guarantee for Advance Payment and the rest five percent (second instalment) after the completion of mobilization of all required resources to the site as agreed in the Contract Document, after fulfilling contractual obligations like establishment of camp site, submission of work programme and insurance policies and upon submission of unconditional Bank Guarantee for Advance Payment</p>
Repayment amortization of advance payment	14.2(b)	<p>The advance payment will be repaid as follows: Deductions from Payment Certificates will commence in the first Interim Certificate in which the value of works executed exceeds 20% of the Contract Price. Deduction will be at the rate of 30% 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 80% completion of Contract period.</p>
Percentage of Retention	14.3	<p>The proportion of payments retained is : Ten (10) percent</p>
Plant & Materials	14.5(b)(i)	None
	14.5(c)(i)	None

Maximum total liability of the Contractor to the Employer	17.6	Equal to contract price
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1	a. evidence of insurance 21 days b. relevant policies 21 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	The maximum deductible for insurance of the works and materials is NRs. 100000.00
Minimum amount of third party insurance	18.3	People including Employers staffs and third parties insurance is NRs. 500000.00
Date by which the DAB shall be appointed	20.2	30 days after the Commencement
The DAB shall be comprised of	20.2	insert either "One sole Member" for value of contract up to Rs.100.00 million or "Three Members for contract value of more than Rs.100.00 million"
List of potential DB sole members	20.2	[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: "none"]
Appointment (if not agreed) to be made by	20.3	Appointment (if not agreed) to be made by: Nepal Council of Arbitration (NEPCA).
Arbitration	20.6 (b)	The Arbitration will take place in accordance with Arbitration Act 2005(1998) and venue of arbitration shall be in Kathmandu, Nepal.

Part B - Specific Provisions

General Conditions	Ref.GCC	Data
Base Date	1. 1. 3	“Base Date” means the date 28 days prior to the latest date for submission and completion of the Tender
Contract Agreement	1.6	“The parties shall enter into a Contract Agreement within 15 days after the Contractor receives the Letter of Acceptance.
Assignment	1.7	Add the following text at the end of Sub-Clause 1.7: “Any charge to the legal or beneficial shareholding of the Contractor or in any joint venture partnership or consortium which would have the effect of changing the effective control of the Contractor shall be deemed to be an assignment requiring the consent of the Employer under this clause.”
Care and Supply of Documents	1.8	Add the following text at the end of Sub-Clause 1.8: Irrespective of the above, the Contractor shall be responsible for the production of detailed construction drawings as may be necessitated by his work program pursuant to Sub-Clause 8.3 and as the Engineer may deem necessary for the proper execution of the Works. The Contractor shall supply two copies of draft prints of all such detailed construction drawings for the Engineer’s review and when approved by the Engineer shall supply six final prints together with a reproducible copy on computer disk or as may be otherwise approved by the Engineer.
Inspection and Audit of the Bank	1.15	Replace the Provision by the following: “Inspection and Audit of the Bank or Employer The Contractor shall permit the Bank or employer and /or persons appointed by the Bank/Employer to inspect the Site and /or the Contractor’s accounts and records audited by auditors appointed by the Bank/Employer if required by the Bank/Employer. “
Engineer’s Duties and Authority	3.1	Add the following provisions at the end of Sub Clause 3.1: (e) Approving subcontracting of any part of the Works as per Sub-Clause 4.4 (f) Issuing the Notice for Commencement of the Works as per Sub-Clause 8.1 (g) Fixing Rates or Prices as per Sub-Clause 13:
Contractor’s General Obligations	4.1	Add the following paragraph at the end of sub clause 4.1(d): The Contractor shall also be responsible for the preparation of “As Built” drawings of all completed permanent works. The Contractor shall supply two copies of draft prints of all such “As Built” drawings for the Engineer’s review and when approved by the Engineer, shall supply six final prints together with a reproducible copy in electronic format or as may be otherwise approved by the Engineer. The Contractor shall, where applicable, comply with the requirements stated in the Environmental Management Plan when provided in the Contract Document.
Performance Security	4.2	The Contractor shall deliver the Performance Security to the Employer within fifteen (15) days after receiving the Letter of Acceptance, and shall, send a copy to the Engineer. The Performance Security shall be denominated in the types and proportions of currencies in which the Contract Price is payable. The Contractor shall notify the Engineer when providing the Performance Security to the Employer. The Performance

3/2/2016



General Conditions	Ref.GCC	Data
		Security shall be issued either (a) by a bank located in Nepal or (b) directly by a foreign bank through a counter guarantee by a bank in Nepal.
Subcontractors	4.4	<i>Add new text to this Sub-Clause 4.4, after item (d) as follows:</i> (e) In the event of approved subcontracting the Contractor shall ensure that Subcontractors do not further sub-let their contract; (f) The Contractor shall not terminate the engagement of a subcontractor without the prior written consent of the Employer.” g) The Contractor shall keep a log showing the following information on the Sub Contractors, suppliers and transporters engaged in the contract works: <ul style="list-style-type: none"> • Name and Address • Copy of Sub Contracting Agreement • Works and value contract • Commencement and completion dates • Copy of payment certificates\
Co-operation	4.6	“The provisions of Sub-Clause 4.6 notwithstanding, the Contractor shall allow free passage to other contractors working under contract to the Employer through and over the Site in the furtherance of their obligations under their contracts.”
Site Data	4.10	“Site Data made available by the Employer in accordance with Sub-Clause 4.10 shall be deemed to include data listed elsewhere in the Contract as open for inspection at <i>Trishuli Jal Vidhyut Company</i> ”.
Rights of Way and Facilities	4.13	“The Contractor shall ascertain the location of all existing public utilities and other structures which may be encountered during the execution of the Works. He shall temporarily support or divert and subsequently reinstate all such utilities and structures as necessary and to the satisfaction of the Engineer. As soon as any such utilities or structure is encountered during the performance of the Contract, the Contractor shall make a record of the location and description of such service or structure and shall send the same forthwith to the Engineer. Where permanent diversion or support of such service or structure is rendered necessary as the unavoidable result of the execution of the Works in accordance with the Contract, the Engineer after consultation with the Employer will instruct the Contractor regarding the works to be carried out and the Contractor shall be paid the costs thereof in accordance with Clause 13 hereof if the work is not already apart of the contract.”.
Progress Report	4.21	“The Contractor shall keep a Site Diary wherein full details of all work carried out each day shall be recorded. The Site Diary may be prepared in sections relating to different parts of the works being carried out in different locations if applicable. The Contractors shall submit a copy of the Site Diary progress record every week to the Engineer.
Fossils	4.24	All materials and things of any kind obtained from excavations or found on or under the Site, or under any additional Site which the Contractor may be allowed to occupy, shall remain the

General Conditions	Ref.GCC	Data
		property of the Government and shall not be used in the works or sold or otherwise disposed of without the written authority of the Engineer unless otherwise expressly provided in the Specification.
Site Meetings	4.25	<p>Add new Sub-Clause 4.25 with the following text:</p> <p>The Engineer shall arrange regular site meeting and prepare the minutes of the meetings.. The Engineer shall summon all parties concerned to the first Site Meeting where the date, time and place of future meetings shall be decided. It is the duty of the Contractor or his Representative to participate in the Site Meetings.</p> <p>The purpose of the Site Meetings is to co-ordinate the Works with the Contractor, to review the progress of the Works in relation to the Programme and to record understandings and agreed arrangements regarding the conduct and execution of the Works.</p> <p>Agreements recorded in Minutes of the Site Meetings are binding on all parties, if objections to the minutes have not been given in due time. Any objections to the Minutes of a Site Meeting shall be raised in writing at the next Site Meeting and in any case not later than 4 weeks after the meeting to which the Minutes refer. If the Contractor at this time has not received the Minutes of the Site Meeting, the objection must be given in writing to the Engineer no later than 4 working days after the subsequent receipt of the said Minutes. The Minutes of the Site Meetings shall be numbered consecutively. Minutes shall be deemed to have been received by the Contractor unless the Contractor gives notice at the following meeting that the Minutes were not received and there is no evidence to the contrary</p>
Domestic Preference Security	4.26	<p>Add new Sub-Clause 4.26:</p> <p>If the Contractor consists of a joint venture which is awarded the Contract through the application of the domestic preference, the Contractor:</p> <p>(i) throughout the execution of the Contract, shall not modify the work-sharing characteristics of the joint venture with which it satisfied the criteria of eligibility for the award of the Contract under domestic preference; and</p> <p>(ii) concurrently with the above Performance Security, shall provide security ("the domestic preference security") to guarantee that such characteristics of the joint venture will not be so modified.</p> <p>The domestic preference security shall be in the form of an "on demand" bank guarantee or letter of credit acceptable to the Employer, for an amount in a convertible currency equivalent to the difference between the joint venture's bid price and the bid</p>

General Conditions	Ref.GCC	Data
		<p>price of the lowest foreign bid. The domestic preference security shall be issued either by a bank located in the country of the Employer or by a foreign bank through a correspondent bank in Nepal or directly by a foreign bank acceptable to the Employer.</p> <p>The domestic preference security shall be valid until the Contractor has substantially completed the Works and a Performance Certificate has been issued by the Engineer in accordance with the provisions of Sub-Clauses 11.9 and such security shall be returned to the Contractor together with the Performance Security.</p>
Rates of Wages and Conditions of Labour	6.2	The Contractor's scales of wages shall be such as to ensure that there is no differentiation between wages for men and women for work of equal value.
Labour Laws	6.4	The Contractor and sub contractors shall comply with all applicable laws.
Commencement of Works	8.1	The Commencement date shall be 30 days after the Contractor receives Letter of Acceptance. The requirements of Sub-Clauses 8.1 (b) and 8.1 (d) shall not be precedent conditions to Commencement of the Works.
Time for Completion	8.2	"Handing over all documents that are required to be delivered to the Employer prior to the Taking –Over Certificate being issued as stated in the Employer's Requirements."
Extension of Time of Completion	8.4	The granting of an extension of time for completion shall not entitle the Contractor to any additional payment. Where, in the opinion of the Contractor, additional costs have been incurred as a result of the cause or the event for which an extension of time for completion has been granted, such costs shall be well documented and may be claimed separately, in accordance with the provisions of Clause 20.1.
Corrupt or Fraudulent Practices	15.6	<p>Replace sub-clause: (a); & (b);) by:</p> <p>(a)</p> <ul style="list-style-type: none"> (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

General Conditions	Ref.GCC	Data
		party.
		<p>(v) “obstructive practice” means:</p> <p>deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(vi) acts intended to materially impede the exercise of the GoN’s inspection and audit rights provided for under sub-clause 1.15</p> <p>(b) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN financed contract</p>
Insurance of the Works and Contractor’s Equipment	18.2	<i>The Insuring Party shall be the Contractor.</i>
Insurance of the Works and Contractor’s Equipment	18.2	<p><i>Add the following text after Sub-paragraph 18.2 (e)(iv):</i></p> <p>It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.</p>
Consequence of Force Majeure	19.4	<p><i>Replace the provision of Sub Clause 19.4 (b) as follows:</i></p> <p>If the event or circumstances is of the kind described in sub-paragraphs (i) to (iv) of Sub Clause 19.1 [Definition of Force Majeure] and, in the case of sub paragraphs (ii) and (iv), occurs in the Country, payment of any such cost. In the case of sub paragraph (iii) occurs then cost compensation shall be applicable only if the Force Majeure situation exists for more than three consecutive days and the cost compensation shall only made for the cost incurred during the period after the first 3 days. However if the total Force Majeure situation exceeds 7 days period in a calendar month then the cost compensation shall be applicable for the period in excess of seven days even if the Force majeure situation did not exist continuously for more than three days.</p>
General	21.1	<p><i>Insert new clause 21.1</i></p> <p>(a) Unless otherwise specifically declared in the Contract Documents, the prices bid by the Contractor and its suppliers and Subcontractors shall include business taxes and other taxes that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer’s country on the Equipment, Plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and on the services performed</p>

		<p>under the Contract. Whatsoever provisions made in the Contract shall not relieve the Contractor, its suppliers and Subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and Subcontractors in respect of the Contract.</p> <p>(b) In the event that the origin of any of the Contractor's or its Subcontractors' or the nominated subcontractors' plant, equipment and materials is India, the above provisions for the exemption of customs duties and VAT as is mentioned in this Clause shall be applied only under the following conditions. Failure to comply with these conditions will result in application of normal customs duties, VAT as per prevailing rules and regulations of the Government of Nepal.</p> <p>(i) should the Contractor request payment in Indian Currency, the equipment and materials must have been imported under the 'Duty Refundable Procedures (DRP)'</p> <p>(ii) should the Contractor request payment in other convertible currencies, the equipment and materials must have been imported under 'In Bond Transfer Procedures'.</p>
Staff Income Tax	21.2	<p><i>Insert new clause 21.2</i></p> <p>The Contractor's staff, personnel and labors, and those of its Subcontractors, will be liable to pay personal income taxes in the Employer's country, irrespective of whether they are local or foreign nationals, on income earned including salaries and wages as applicable under the laws and regulations of Nepal. The Contractor shall perform such duties in regard to Tax Deduction at Source (TDS) thereof as may be applicable by such laws and regulations.</p>
Import License	21.3	<p><i>Insert new clause 21.3</i></p> <p>The Contractor shall inform the Employer and the Engineer in writing the details of the equipment and materials to be imported into Nepal for use on the Works at least 45 days prior to arrival of shipment at disembarkation port, and shall submit a formal written request for assistance from the Employer for importation processing. The Employer will assist the Contractor to obtain the necessary permits for import such equipment and materials into Nepal. Import license fees or any other charges shall be at the cost of the Contractor. The Contractor shall be responsible for transport from the Port of Disembarkation to the Site or location of the Works. The Contractor shall be fully responsible to determine these rates and the amount at the time of preparing tender document and include such costs in its bids. In failing to do so, the Employer shall not be liable to pay such costs and the Contractor shall pay such charges as local or any customs authorities en-route may impose, which will not be an eligible item for refund from the Employer.</p>

Duties on Equipment, Plant, Materials and Supplies (Re-exportable Items)	21.4	<p><i>Insert new clause 21.4</i></p> <p>(a) Notwithstanding the provisions of this document, Contractor's Plant and Equipment, including essential tools thereof, imported for the sole purpose of executing the Contract on condition of re-export upon completion of the Works, shall be exempt from payment of customs duties, VAT and other applicable taxes. However, the Contractor shall deposit the amount or provide a Bank Guarantee to the G/N Customs Office equal to the amount of customs duties and other taxes as per the prevailing laws, rules and regulations of Nepal for those imported items of equipment, plant, materials and supplies at the time of import. Such deposited amount shall be refunded, or the Bank Guarantee cancelled by the Employer after submission to the Employer of the re-export certificate issued by the Customs Department.</p> <p>(b) Any Plant, materials or supplies imported by the Contractor and used in the Works or for the performance of the Works shall be taken out of Nepal within 90 (ninety) days of the completion of the Works. If the Contractor disposes of or consumes any equipment, spare parts, unused materials or supplies within Nepal, it shall pay all customs duties, VAT, income tax on the sales proceeds and taxes applicable on such items under the laws and regulations of Nepal in force.</p>
Duties on Equipment, Plant, Materials and Supplies (Consumable Items)	21.5	<p><i>Insert new clause 21.5</i></p> <p>(a) Equipment, plant, materials and supplies, imported by the Contractor for execution of the Works, shall be subject to payment of customs duty at a special rate of one percent (1%) of CIF or Customs entry point value. This customs duty shall be paid by the Contractor at the time of import and will be reimbursed by the Employer to the Contractor upon submission of the original receipt issued by the Customs Department.</p> <p>(b) Customs Duties at the rate of one (1%) percent shall be imposed on the spare parts of the Contractor's equipment and plant which are imported for the execution of the works, up to the amount of 10 (ten) percent of the CIF or Customs entry point value of each plant and equipment. If the value of imported spare parts exceeds 10 (ten) percent value of each equipment and plant, Contractor should pay taxes and duties in accordance with the prevailing laws and regulations of Nepal. The Employer shall not reimburse such customs duties, VAT and other taxes paid by the Contractor.</p> <p>(c) The Contractor shall maintain records satisfactory to the Employer documenting use of all Plant, materials and supplies imported into and/or procured for the performance of the Works. If any of such Plant, materials and/or supplies, imported into Nepal or otherwise supplied to the Project at a special or preferential rate of Customs Duties or taxes, are misused or found to be used or appropriated for any purposes other than the Project, the Contractor shall be held fully responsible, and liable to pay customs duties, VAT and other taxes and/or any penalties as may be imposed in accordance with the prevailing laws and regulations of Nepal.</p>
Duties & Taxation on Goods	21.6	<p><i>Insert new clause 21.6</i></p> <p>(a) VAT shall be imposed according to prevailing laws and regulations of GoN, on all materials and equipment purchased for the use in the contract Works. The Contractor</p>

		shall submit request with VAT bills to the VAT office of GoN for reimbursement of the paid VAT within the prescribed time.
Income Tax	21.7	<i>Insert new clause 21.7</i> (a) Income tax assessed in accordance with the prevailing Income Tax Act of Nepal and as per the provision of specific Double Taxation Agreement, shall be imposed on the Contractor, its subcontractor and nominated subcontractor. An advance income tax as per the prevailing Income Tax and Finance Act shall be deducted from the monthly progress payments of the Contractor.
Duties, Taxes regulations etc.	21.8	<i>Insert new clause 21.8</i> (a) The Contractor shall pay all duties, taxes, fees and contributions levied in Nepal in Nepalese Rupees as directed by the relevant governmental department or office or any other local statutory agency or body in accordance with the relevant rules and regulations. (i) The provisions of the clause shall apply equally to foreign subcontractors or nominated subcontractors of the Contractor employed for the Works. (ii) The Contractor and any foreign subcontractors or nominated subcontractors employed on the Works, if not already registered in Nepal, shall be required to get registered with the Inland Revenue Department (IRD) for the purpose of the Contract, which shall be undertaken within 30 days after signing of the Contract Agreement. The Contractor, subcontractor or the nominated subcontractor shall submit Certified copies of the Registration Certificate(s) to the Engineer within 14 days of registration. (iii) Other local fees and charges (toll taxes) shall be applied in accordance with the prevailing laws and regulations of Nepal.
Royalties for Extraction of Aggregates, etc. from River Bed	21.9	<i>Insert new clause 21.9</i> The Contractor shall pay, and shall not be entitled to the reimbursement of the costs of, all charges and royalties levied in connection with the extraction of aggregates such as sand, stone/boulders, gravel, etc. from the river beds or from quarry sites or borrow pits and in connection with the winning of borrow material. Such charges will be levied by the local District Development Committee (DDC) or the Village Development Committee (VDC) or by other local committees in accordance with such regulations as may be in force at the time.
Use of Explosives	22	<i>Insert New Clause:</i>
Compliance with Regulations for Explosives	22.1	The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
Permission for Blasting	22.2	The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operations.
Engineer's Approval for Use of Explosives	22.3	No explosives of any kind shall be used by the Contractor without the prior consent of the Engineer in writing and the

		Contractor shall provide, supply, handle, store and transport all explosives, ancillary materials and stores and all other things of every kind whatsoever required for blasting operation, all at his own expense in a manner approved in writing by the Engineer and acceptable to the police and military authorities.
Records of Explosives	22.4	<p>Throughout the execution of the Contract, the Contractor shall account, on a continuous basis, to the satisfaction of the Engineer and the police and military authorities for all explosives brought on to the Site and for all explosives consumed in the Works.</p> <p>The Contractor shall remove all unused explosives from the Site on completion of the Works or shall dispose of such explosives in a manner acceptable to the police and military authorities.</p>

Section 9 - Contract Forms

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

Table of Forms

Letter of Intent	9-2
Letter of Acceptance	9-3
Contract Agreement.....	9-4
Performance Security	9-5
Advance Payment Security.....	9-6
Dispute Adjudication Agreement	9-7
Dispute Adjudication Agreement	9-8

Letter of Intent

[on letterhead paper of the Employer]

date.

Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

To: name and address of the Contractor

Subject: Issuance of letter of intent to award the contract

This is to notify you that, it is our intention to award the contract dated for execution of the name of the contract and identification number, as given in the Contract Data/SCC to you as your bid price amount in figures and words in Nepalese Rupees/US\$ as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name:

Title:

CC:
[Insert name and address of all other Bidders, who submitted the bid]

33/04/26



Letter of Acceptance

[on letterhead paper of the Employer]

..... *date*

To: *name and address of the Contractor*

Subject: *Notification of Award*

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

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section 9 (Contract Forms) of the Bidding Document.

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

Authorized Signature:

Name and Title of Signatory:

3/28/26



Contract Agreement

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

WHEREAS the *Employer* desires that the Works known as *name of the Contract*.should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects 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.
 - the Letter of Acceptance;
 - the Letter of Bid;
 - the Addenda Nos *insert addenda numbers if any*.
 - the Special Conditions;
 - the General Conditions;
 - Bills of Quantities (BOQ);
 - the Specification;
 - the Drawings;
 - the completed Schedules; and
 - Any other document
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by

Signed by.....

for and on behalf of the Employer
in the presence of

for and on behalf the Contractor
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 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 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 figures**. (. *amount in words*.) such sum being payable in Nepalese Rupees, 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 Day of , **, and any demand for payment under it must be received by us at this office on or before that date.

.....
Seal of Bank and Signature(s)

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

** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.*

*** Insert the date twenty-eight days after the end of Defect Notification 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 [six months], 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”.*



Advance Payment Security

..... *Bank’s Name, and Address of Issuing Branch or Office*

Beneficiary: *Name and Address of 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*. datedwith 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 figures**. (. *amount in words*.) 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 figures**. (. *amount in words*.) 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 used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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 (80) percent of the Contract Price has been certified for payment, or on the . . . day of,**, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....
Seal of Bank and Signature(s)

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

** The Guarantor shall insert an amount representing the amount of the advance payment in Nepalese Rupees of the advance payment as specified in the Contract.*

*** Insert the date Thirty days after the expected completion date. 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 [six months], 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”.*

33/07/26



Dispute Adjudication Agreement

[for a one-person DAB]

Name and details of Contract

Name and address of Employer

Name and address of Contractor

Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as sole adjudicator who is also called the "DAB".

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" First Edition 1999 published by the Federation International des Ingenieurs-Conseils (FIDC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. [Details of *amendments* to the General Conditions of Dispute Adjudication Agreement, if any. For example:

In the procedural rules annexed to the General Conditions of Dispute Adjudication Agreement, Rule _is deleted and replaced by: " "]
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:

A retainer fee of per calendar month,
plus a daily fee of per day.
4. In consideration of these fees and other payments **to** be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to act as the DAB (as adjudicator) in accordance with this Dispute Adjudication Agreement.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of

SIGNED by:
For and on behalf of the
Employer the presence of

SIGNED by:
for and on behalf of the
Contractor in the presence of

SIGNED by:
The Member in
in the presence of

Witness:
Name:
Address:
Date:

Witness
Name:
Address:
Date:



Dispute Adjudication Agreement

[for each member of a three-person DAB]

Name and details of Contract

Name and address of Employer

Name and address of Contractor

Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB" (*and desire the Member to act as chairman of the DAB*).

The Employer, Contractor and Member jointly agree as follows:

- The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" First Edition 1999 published by the Federation International des Ingenieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
- (*Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any. For example:*
In the procedural rules annexed to the General Conditions of Dispute Adjudication Agreement, Rule is deleted and replaced by: "")
- In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:
A retainer fee of per calendar month,
plus a daily fee of..... per day.
- In consideration of *these* fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
- The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
- This Dispute Adjudication Agreement shall be governed by the law of

SIGNED by:
For and on behalf of the
Employer the presence of

SIGNED by:
for and on behalf of the
Contractor in the presence of

SIGNED by:
The Member in
in the presence of

Witness:
Name:
Address:
Date:

Witness
Name:
Address:
Date: